

## **DIGITAL DATA SYSTEMS (PTY) LTD. PERFECT POWER DEALER TERMS & CONDITIONS**

The following Terms and Conditions need to be agreed to by any prospective Dealer.

Please note that Perfect Power is a brand of fuel injection and engine management systems and this brand is marketed worldwide by the company Digital Data Systems (Pty) Ltd.

### **1. REQUIREMENTS TO BE A DEALER**

#### **1.1. COMPANY/BUSINESS DOCUMENTATION**

The following will be required when applying to be a Perfect Power Dealer. All relevant documentation needs to be sent to the relevant Perfect Power Sales Consultant.

- A copy of the Company Letterhead.
- A copy of the Business License or Company Registration Paper
- All relevant Business or Company information including; company name, postal address, physical address, telephone and facsimile numbers, e-mail address, and website address.

#### **1.2. REQUIRED TOOLS AND EXPERIENCE**

The following requirements are essential to enable a Dealer to sell and support Perfect Power products:

- Experience with tuning, engine control and fuel injection
- Adequate knowledge of electronics
- Own or have access to a Dyno
- Own or have access to an oscilloscope or lab scope (this is very important)
- Have a PC or Laptop
- Have reasonable Computer Skills

#### **1.3. FIRST ORDER**

The Dealer's first order of 1 x User Kit (either SMT8 or SMT8L User kit) or any one of our XMS4 User Kits will be charged at the Retail price less 25% (Twenty five percent). If the Dealer's first order is a Start-up Package in the Private Label Domain, the price will be as per the relevant quoted price and this may change from time to time.

### **2. DEALER PURCHASES/ORDERS**

#### **2.1. TIMING FOR FIRST PURCHASE/ORDER**

Once Dealership status has been confirmed, the Dealer must make a purchase or order within 3 (three) months from the effective date. Please refer to 1.3 above regarding the first purchase. Please note it is imperative to make the first purchase within the first 3 months.

#### **2.2. REGULAR PURCHASES/ORDERS**

The Dealer must purchase or order Perfect Power products on a regular basis. If the Dealer has not purchased any Perfect Power products for a period of 4 (four) consecutive months, the Dealer prices will be withdrawn and the Dealer will be forced to purchase the units at Retail price less 25%.

#### **2.3. RECOMMENDED RETAIL PRICE**

The Dealer must at all times sell or offer any Perfect Power product at the Recommended Retail Price or within a 10% (ten percent) higher or lower amount to the Recommended Retail Price. The only product that is excluded is the SMT6-D, SMT8-D, SMT8L-D, which falls under the Private Label Domain.

If a Dealer offers a Perfect Power product as part of a bundled package including installation costs, dyno time, or a specific tune map etc. the cost of the package could be more than the Recommended Retail Price of the Perfect Power unit. However it imperative that this is

communicated to the customer and the customer is made aware that the product is being supplied as part of a package and includes additional items.

### **3. PERFECT POWER TRAINING**

It is ideal for the Dealer to complete Perfect Power training; however it is not a requirement.

If the Dealer is interested in training, this may take place at either the Dealer's premises or at Perfect Power Head Office in the Republic of South Africa. All training will be paid for by the Dealer and will include accommodation, meals, flights and other transport for the Perfect Power representative.

All costs involved will be quoted to the Dealer beforehand, and arrangements discussed for payment etc.

### **4. TECHNICAL SUPPORT AND BACK-UP TO CUSTOMERS**

The Dealer must provide a satisfactory level of technical support and back-up to its customers.

The Dealer must be willing to provide assistance to Perfect Power users who have not necessarily purchased from them in the first place.

Any Technical Support and Back-up needs to be provided in a friendly, efficient and helpful manner and must be timeous.

### **5. DEALER SALES OF PERFECT POWER PRODUCTS**

#### **5.1. SALES AREAS**

The Dealer is only allowed to sell Perfect Power products to potential clients in his/her respective country. The only exception to this is when a country does not have a Perfect Power Dealer or the Dealer sells a specialized kit. Should this country acquire a Perfect Power Dealer in the future, the Dealer acknowledges that he/she will stop selling products to this country.

### **6. ADVERTISING AND PROMOTION**

The Dealer must obtain prior approval from Digital Data Systems, in writing, if he/she intends to use any Perfect Power logo, photos, graphics and any other branding or marketing material.

The Dealer must advertise in local publications or at local automotive events once a year (minimum). If more opportunities are available for advertising and promotion, Digital Data Systems strongly recommends that the Dealer gets involved in order to increase awareness of the Perfect Power brand.

The Dealer must forward a copy of the advertisement or event showing Perfect Power representation, to Digital Data Systems as soon as the advertisement has been published or the event has taken place.

Should the Dealer get involved with features or articles in publications, details of this need to be forwarded to Digital Data Systems as soon as possible.

### **7. PERFECT POWER BRANDING**

Perfect Power branding is to appear on every Perfect Power product and may not be removed. Perfect Power branding includes the Perfect Power logo, website address, graphics, etc. Products in the Private Label Domain will only require that the Perfect Power website address appears on the product's casing.

**8. WEBSITE LINKS**

The Dealer must have a link from their website to the Perfect Power website and vice versa. The Dealer website needs to contain accurate and up to date information on the products the Dealer sells. Digital Data Systems can provide advice and assistance with website design and layout, if required.

**9. WHAT DOES DIGITAL DATA SYSTEMS OFFER THE DEALER?**

Digital Data Systems will be able to offer the following services to the approved Dealer:

- Ongoing research and development on all engine control and fuel injection system to keep abreast with the changing market demands and technology.
- Ongoing marketing and promotion of all Perfect Power products and brand name.
- Ongoing technical support and back-up.
- Marketing material (if requested by the Dealer). A list of available items can be provided on request.
- Marketing literature (if requested by the Dealer). A list of available items can be provided on request.
- A Dealer listing on the Perfect Power website. (Please see the conditions in clause 2 above).
- Quantity discounts.
- Promotional specials (from time to time)
- Leads of potential clients in the Dealer's area.
- Free advertising on Perfect Power's website and newsletters.
- Technical support and back-up via email, within a 24 hour period during normal, working days and a 48 hour period during South African Public Holidays and non-working days (weekends).
- Assistance with creating wiring diagrams for specific vehicles.

The Dealer is expected to comply with the above Terms and Conditions to retain Dealership status.

Digital Data Systems reserves the right to award Dealership status at its discretion. Digital Data Systems also reserves the right to amend these Terms and Conditions without notice, from time to time.

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**ACCEPTANCE OF TERMS & CONDITIONS:**

I/We accept The above Terms and Conditions.

Signed at ..... on .....of ..... 200.....

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Signature

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Signature - As Witness

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Name (printed)

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Name (printed)

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Date