

Motorsport Electronics Ltd
183-185 Headquarters Road,
West Wilts Trading Estate,
Westbury, WILTS
BA13 4JR



This Dealer Agreement (the "Agreement") is entered into between Motorsport Electronics Ltd, a United Kingdom corporation with its principal place of business at 183-185 Headquarters Road, West Wilts Trading Estate, Westbury, WILTS (hereinafter referred to as "Motorsport Electronics"), and yourself (hereinafter referred to as the "Dealer").

WHEREAS, Motorsport Electronics manufactures and distributes electronic control units (ECUs) and related automotive products (the "Products") of high quality and technological advancement; and

WHEREAS, the Dealer is engaged in the business of automotive parts and accessories distribution and wishes to become an authorized dealer for Motorsport Electronics's Products;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. APPOINTMENT

Motorsport Electronics hereby appoints the Dealer as an authorized dealer of Motorsport Electronics's Products in your country (the "Territory"). The Dealer accepts such appointment and agrees to promote, distribute, and sell the Products within the Territory in accordance with the terms and conditions of this Agreement.

2. RIGHTS AND OBLIGATIONS OF THE DEALER

2.1 Marketing and Promotion: The Dealer shall use its best efforts to actively promote and market Motorsport Electronics's Products within the Territory. The Dealer may use Motorsport Electronics's trademarks, logos, and marketing materials solely for the purpose of promoting the Products in accordance with Motorsport Electronics's guidelines.

This includes a social media post within 30 days of the Effective Date as well as presenting the Motorsport Electronics logo on The Dealers website.

Any comments made by The Dealer that bring the reputation of Motorsport Electronics into disrepute shall be construed as a material breach of this Agreement. The Dealer is liable for any cost to Motorsport Electronics due to this breach.

2.2 Sales: The Dealer shall maintain an adequate inventory of the Products to meet the demand within the Territory. The Dealer shall not engage in any deceptive or unethical sales practices.

2.3 Customer Support: The Dealer shall provide technical support and after-sales services to customers within the Territory regarding the Products sold.

3. RIGHTS AND OBLIGATIONS OF YOUR COMPANY

3.1 Product Supply: Motorsport Electronics shall supply the Products to the Dealer at the agreed-upon prices and in a timely manner, subject to availability.

3.2 Warranty and Support: Motorsport Electronics shall provide warranty coverage and technical support to end-users of the Products in accordance with Motorsport Electronics's standard warranty policies.

4. PRICING AND PAYMENT

4.1 Pricing: The Parties shall agree on the pricing of the Products and any applicable discounts in a separate document, which shall form an integral part of this Agreement.

4.2 Online Listing: The Dealer shall not list, offer, or sell any ECU on online platforms, including but not limited to eBay, without obtaining prior written consent from Motorsport Electronics. Such consent shall be obtained through a separate written agreement between Motorsport Electronics and the Dealer.

4.3 Equal Value Offering: If the Dealer obtains consent from Motorsport Electronics to sell the ECU, the Dealer shall also offer, in conjunction with the sale of the ECU, another service or product ("Equal Value Offering") that is deemed by Motorsport Electronics to be of at least 50% of the listed price. The Equal Value Offering must be agreed upon and clearly specified in the written consent agreement between Motorsport Electronics and the Dealer.

4.4 Payment Terms: The Dealer shall make payments to Motorsport Electronics as per the agreed-upon terms stated in the separate pricing document.

5. TERM AND TERMINATION

5.1 Term: This Agreement shall be effective from the Effective Date and shall continue for an initial term of 1 year. After the initial term, the Agreement will automatically renew for successive periods of 1 year unless either party gives written notice of termination at least 30 days before the end of the current term.

5.2 Termination: Either party may terminate this Agreement for a material breach by the other party, provided that the breaching party is given 30 days written notice to cure such breach. In the event of termination, all outstanding payment obligations and liabilities shall survive.

6. CONFIDENTIALITY

Both parties agree to keep confidential any proprietary or sensitive information disclosed during the course of this Agreement.

7. GENERAL PROVISIONS

7.1 Entire Agreement: This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written.

7.2 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom, without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, the parties hereto have executed this Dealer Agreement as of the date first above written.