



Registration Number: 2011/133465/07
25 Textile Road, Riverside Park, Paarl, 7646
PO Box 3046, Rembrandt Mall, Paarl, 7620
Telephone: (021) 871 1303
Email: info@ecogreenagri.com
Vat: 4910259649

General Terms and Conditions – Website

All the service and products offered by or through the www.ecogreenagri.com website are made available subject to the following Terms and Conditions:

By using the www.ecogreenagri.com website, the Customer (“the user”) agree to be bound by, and to comply with, these Terms and Conditions and any further Terms and Conditions that the Proprietor (“Eco-Green Agriculture (Pty) Ltd”) may prescribe from time to time. The Proprietor reserves the right to make changes to this website and any disclaimers, to modify or withdraw, temporarily or permanently, the website (or any part of) with or without notice to the user and the user confirm that we shall not be liable to the user or any third party for any modification to or withdrawal of this website. If you do not agree with any term of these Terms and Conditions, you must cease your access of this website immediately.

All content included on the website, such as text, graphics, logos, button icons, images, maps, databases and software, is the sole property of the Proprietor. Furthermore, the compilation (meaning the collection, arrangement and assembly) of all content on this website is the exclusive property of the Proprietor and protected by South African and International copyright laws.

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Liability Disclaimer

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Without limiting the generality of the foregoing; the Proprietor does not warrant that this website will be error free, or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality; and whilst the Proprietor has taken reasonable measures to ensure the integrity of this website and its contents, no warranty, whether expressed or implied, is given that any files, downloads or applications available on this website are free of viruses, Trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your system.

The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including -without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility. The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

Limitation of Liabilities

In no event shall the Proprietor, its Suppliers or its affiliates be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of this website. Such limitation shall also apply with respect to damages resulting from the inability to use this website, the operational failure of this website, or for any information, data, products and services obtained through this website, or otherwise arising out of the use of this website, whether based on contract, delict, strict liability or otherwise.

Products and Services

Although the product has been tested under various conditions, the Proprietor and the registration holder does not warrant that this products will be efficacious under all conditions, because the effect and action of this products may be affected by factors such as abnormal soil, quality of dilution water, climatic conditions, compatibility with other substances, storage conditions, the occurrence of resistance and intensity of plant sickness, disease and plague, the method and accuracy of application, etc. The Proprietor and the registration holder does not warrant or represent, expressly or impliedly, that the products are fit for any particular purpose whether or not the purpose is known to the proprietor or the registration holder. The Proprietor and the registration holder shall not be liable for any loss or damage of any nature whatsoever, whether direct or indirect, consequential or otherwise, sustained by the user as a result of or caused by the products. The Proprietor and the registration holder shall not be liable for any products sold which are latently, patently, or otherwise defective. All products are sold "voetstoots".



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Professional Information

Although reasonable steps have been taken to ensure the accuracy and completeness of the contents, data and information on this website, there may be instances where such information proves inaccurate or incomplete. Without limiting the generality of the foregoing; this website could include technical, typographical or other inaccuracies and you (the user) should take all reasonable steps to ensure and verify the accuracy of the contents, data and information obtained from this website, prior to placing reliance thereon. The Proprietor reserves the right to make changes and these changes are periodically made to the information herein and these changes will be incorporated in new editions of this website.

Applicable Law

These Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. The Customer consents to the jurisdiction of the Magistrate's Court in respect of any litigation resulting from these Terms and Conditions, and the Supplier reserves the right to litigate in the High Court, for which purpose the Client consents to the jurisdiction of the CAPE TOWN High Court.

Privacy Policy

The Proprietor is dedicated to maintain the privacy of its online visitors and users. On this website, the Proprietor does not collect personal identifiable information from individuals unless they provide it to us voluntarily and knowingly. Any information collected is used solely by the Proprietor and its business partners who are involved in the operation of this website for internal purposes. This information is used to help improve the Site, analyze trends, and administer the Site. The Proprietor's client list are never sold to third parties and the Proprietor will not share personally identifiable information with third parties unless the person who has submitted the information has authorized us to do so, or if we are required to by law. This privacy policy applies to all the web pages related to this website. By using this website, the user signify your acceptance of our Privacy Policy. If the user does not agree to this policy, please do not use our site. We may need to change this policy from time to time in order to address new issues and reflect changes on our site. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

Right to Alter Website

The Proprietor reserves the right to alter the content and the functionality of the website from time to time; in any way or for any reason and without given prior notification and will not be held liable in any way for possible consequences of such damages.



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Cookies/Tracking Technology

The site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the site, and understanding how visitors use the site. Cookies can also help customize the site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if the user previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

Links to other Websites

This website contains hyperlinks to other websites that are not operated by the Proprietor. In an attempt to provide increased value to our users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, products or services available on such external sites or resources. The Proprietor does not control these websites and is not responsible for their content. You access and use these websites solely at your own risk.

Monitoring

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

Consent

I, the user, by entering and using the website, you or the legal entity you represent, agree to these terms and conditions of Eco-Green Agriculture. Furthermore, I acknowledge and agree that all the designs and trademarks are registered to Eco-Green Agriculture. I undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement, I understand that I will be held liable for all legal costs incurred by Eco-Green Agriculture for any civil action or any legal action deemed necessary against me. If you, the user, do not accept any term of these terms and conditions, you must please cease your access of this website immediately.



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General Terms and Conditions – Conditions of Sale

1. "Buyer" means the person who received the Products and/or signed the Delivery Note.
2. "Supplier" means Eco-Green Agriculture (Pty) Ltd.
3. "Products" means a range of goods, batch, items and/or substances as indicated on the Delivery Note.
4. Any recommendations provided by the Supplier are advice only.
5. No control can be exercised over storage, handling, mixing, application and/or use, or weather, plant or soil conditions before, during or after application (all of which may affect the performance of the Supplier's Products), therefore the Supplier will not accept any responsibility and/or liability for any failure in performance, losses, damages, or injuries (consequential or otherwise) arising from such events and/or circumstances. The Supplier recommends the Buyer to contact the Supplier before any application(s) is made. The Buyer assumes sole responsibility for the use of all the Supplier's Products. The Supplier makes no representations whatsoever and gives no guarantees.
6. A Delivery Note must be signed on collection of the Products and such signature by the Buyer or any other representative at the place of collection, will be *prima facie* proof that the Products was in good condition when it was collected and that all containers were properly sealed.
7. Risk is transferred to the Buyer once the Products have been collected at the Supplier's premises.
8. Ownership shall remain vested with the Supplier until paid in full.
9. The Buyer undertakes to study the labels on the Products and/or any technical literature supplied with the Products and to acquaint him/ her/ themselves with the application rate of each Product.
10. In case of any Products returned to the Supplier, ten percent (10%) handling fee will be charged.
11. No Product returns will be accepted after thirty (30) calendar days, from the date of collection.
12. The Buyer consent to the jurisdiction of the Magistrate Court in terms of Art.45 of Act 32/1944.
13. The Buyer consent in paying attorneys, client costs as well as collection fees in case of legal steps for any late payments.
14. The Buyer agrees that if an account is not settled in full, the Supplier is entitled to forward a letter of demand using a third party, demanding full and final payment.
15. Outstanding accounts are subject to default listing on a national credit bureau database.
16. The Supplier reserves the right to provide the national credit bureau with updated personal information of the Buyer.
17. The Buyer accepts electronic documents.
18. The Buyer choose its postal address and/ or email address (*Domicilium Citandi Et Executandi*) as the address to which the Supplier can send invoice, statements and notices.
19. All Delivery Notes concluded between the Buyer and the Supplier shall be governed by the laws of Republic of South Africa.
20. If any clause or term of this Delivery Note should be invalid, unenforceable, defective, illegal for any reason whatsoever, then the remaining terms and provisions of this Delivery Note shall be deemed to be severable there from and shall continue to be of force and effect.



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POPIA COMPLIANT - PRIVACY POLICY

This policy should be read in conjunction with the POPI Manual and PAIA Manual.

1. Audience

This policy applies to customers/agents/ distributors /residents who may make enquiry about and/or contract for obtaining, using or distributing any products and/or services we offer, and any or all visitors to our website, if any (“you”). We recognise the importance of protecting your privacy in respect of your Personal Information (as defined in the Protection of Personal Information Act, No 4 of 2013) collected by us.

2. Purpose of this policy

We respect your privacy and take the protection of personal information very seriously. The purpose of this policy is to describe the way we collect, store, use and protect information that can be associated with a specific natural or juristic person and can be used to identify that person (“personal information”).

Personal information:

2.1 includes:

- Certain information collected on application for trade in our products and/or for our services or for credit (see below); and
- Optional information that you voluntarily provide to us (see below).

2.2 excludes:

- information that has been made anonymous so that it does not identify a specific person or entity;
- permanently de-identified information that does not relate or cannot be traced back to you specifically;
- non-personal statistical information collected and compiled by us and information that you have provided voluntarily in an open, public environment or forum including (without limitation) any blog, chat room, community, classifieds or discussion board. Because the information has been disclosed in a public forum, it is no longer confidential and does not constitute personal information subject to protection under this policy.

3. Acceptance of terms and consent

- 3.1 You must accept all the terms of this policy when you apply to trade with us or make enquiry about or communicate with us about the company and its business, products and services. If you do not agree with anything in this policy, then you may not trade in our products and /or use any of our services. You may not engage in trading or use of our products and services if you are younger than 18 years old or do not have legal capacity to conclude legally binding contracts.



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3.2 Consent to collection - your consent is required to collect personal information in accordance with applicable law at the time you provide us with any Personal Information. By accepting this policy, you are deemed to have read, understood, accepted, and agreed to be bound by all its terms. By providing us with your Personal Information, you agree to this Policy and authorise us to process such information as set out herein and you authorise Eco-Green Agriculture Pty Ltd and associated entities or third parties (where applicable) for the purposes set out herein.

4. **Changes –**

We may change the terms of this policy at any time. We will notify you of any changes by placing a notice in a prominent place on the website or by email. If you do not agree with the change you must stop trading in and using the products and services. If you continue to use the products and services following notification of a change to the terms, the changed terms will apply to you and you will be deemed to have accepted such terms.

5. **Collection of Personal Information**

5.1 Once we receive information relating to you and/or your business you will no longer be anonymous to us as you will provide us with personal information that we require to evaluate your eligibility as our business associate, to conduct our business, to supply our products and to render our services. This personal information will include (if applicable), but not be limited, to:

- Name, surname, identity number, company name, company registration number, VAT number
- Physical address, postal address, email address, telephone number, postal code
- Next of kin information, medical information, including medication list, allergies and the like
- Business, trade and Financial information
- Bank information

5.2 Collection on use. For purposes of engaging in a trade relationship with you and/or to provide our products and services to you, you will be asked to provide us with additional information on a voluntary basis such known as “Service information”.

5.3 Optional details. You may also provide additional information on a voluntary basis (“optional information”). This includes any information you provide to us from any promotions, responses to surveys, subscriptions for certain additional services, or otherwise on application to trade in our products or use our services.



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- 5.4 Collection from browser. We may automatically receive and record Internet usage information on our hosting company's server logs from your browser, such as your internet protocol address ("IP Address"), browsing habits, click patterns, version of software installed, system type, screen resolutions, colour capabilities, plug-ins, language settings, cookie preferences, search engine keywords, JavaScript enablement, the content and pages that you access on the website, and the dates and times that you visit the website, paths taken, and time spent on sites and pages within the website ("usage information"). Please note that other websites visited before entering our website might place personal information within your URL during a visit to it, and we have no control over such websites. Accordingly, a subsequent website that collects URL information may log some personal information.
- 5.5 Cookies. When you access our website, we may send one or more cookies (small text files containing a string of alphanumeric characters) to your computer to collect certain usage information. We use session cookies (which disappear after you close your browser) and persistent cookies (which remain after you close your browser which can be removed manually) and may be used by your browser on subsequent visits to our website. We use information gathered by cookies to improve the website.
- 5.6 Web beacons. Our website may contain electronic image requests (called a "single-pixel gif" or "web beacon" request) that allow us to count page views and to access cookies. Any electronic image viewed as part of a web page (including an ad banner) can act as a web beacon. Our web beacons do not collect, gather, monitor or share any of your personal information. We merely use them to compile anonymous information about our website.
6. **Purpose of collection and protection**
- 6.1 We may use any information provided by you for such purposes as may reasonably be necessary or required in the conduct of our business and further as indicated to you at the time you agree to provide such optional information. We may use your usage information for the purposes described in 5.4 and 5.5 above and to:
- retain your information so that you will not have to provide same again should you chose to resume trade again after termination;
 - monitor metrics we deem necessary for our business; and
 - track your entries, submissions, and status in any promotions or other activities in connection with your usage of the website.
- 6.2 We undertake
- to collect and process only such Personal Information which is reasonably necessary given the purpose for which it is processed and to assist you with your required solutions, conclude and execute the necessarily related agreements and consider the legitimate legal interests of everyone concerned, as required by the Act. We will at all times respect your right to withdraw your consent for the processing of your Personal Information.



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- to only use your Personal Information for the purpose for which the information is essential, to enable us to pursue trade and to be able to assist you or provide our products and services to you.
- not to share or further process your Personal Information with anyone or for any reason if not required for trade in our products and services or as required in terms of legislation or regulations.
- to be open and transparent on the nature, extent and reasons for processing Personal Information.
- to take the necessary steps to secure the integrity and confidentiality of Personal Information in our possession and under our control by taking appropriate and reasonable measures to prevent loss of, damage to or unauthorised destruction of your Personal Information and to prevent the unlawful access to, or processing of Personal Information. We protect your personal information using computer safeguards such as firewalls and data encryption and we authorize access to personal information only for those employees who require it to fulfil their job responsibilities.
- to freely confirm what Personal Information we hold on you, to update and rectify the Personal Information upon request and to keep it for no longer than required.

7. **Messaging and circulars**

We may send administrative messages and email updates to you regarding our products and services.

8. **Disclosure**

8.1 Sharing:

- We may share your personal information with an affiliate, in which case we will seek to require the affiliates to honour this privacy policy.
- Our service providers under contract who help with parts of our business operations. Our contracts dictate that these service providers only use your information in connection with the services they perform for us and not for their own benefit;
- Credit bureaus to report account information, as permitted by law;
- Banking partners as required by credit card association rules for inclusion on their list of terminated merchants or otherwise for establishing payment instruments or securing remittance of funds for purposes of trade.

8.2 Regulators. If you contact us regarding your experience with using any of our products or services, we may disclose your personal information as required by law or governmental audit.

8.3 Law enforcement. We may disclose personal information if required:

- by a subpoena or court order;
- to comply with any law;
- to protect the safety of any individual or the general public;
- to prevent violation of our terms of trade.



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- 8.4 No selling. We will not sell personal information. No personal information will be disclosed to anyone except as provided in this privacy policy.
- 8.5 Marketing purposes. We may disclose aggregate statistics (information about the customer/resident population in general terms) about the personal information to advertisers or business partners.
- 8.6 Change of ownership. If we undergo a change in ownership, or a merger with, acquisition by, or sale of assets to, another entity, we may assign our rights to the personal information we process to a successor, purchaser, or separate entity. We will disclose the transfer on the website. If you are concerned about your personal information migrating to a new owner, you may request us to delete your personal information.
- 8.7 Employees. We will need to disclose personal information to our employees that require the personal information to do their jobs.
9. **Accuracy and updating of Personal Information.**
- 9.1 We will take reasonably practicable steps to ensure that information is as accurate, complete and up to date as is necessary for the purposes for which it is required and not misleading. From time to time we will request you to update your personal information. Please note that in order to better protect you and safeguard your personal information, we do take steps to verify your identity.
- 9.2 You may review or update any personal information that we hold on you by emailing us or phoning us.
10. **Retention of personal information.**
We will only retain your personal information for as long as it is necessary to fulfil the purposes mentioned in clause 6, unless:
- retention of the record is required or authorised by law; or
 - you have consented to the retention of the record. During the period of retention, we will continue to abide by our non-disclosure obligations and will not share or sell your personal information.
11. **Transfers of personal information outside South Africa.**
We may transmit or transfer personal information outside South Africa to a foreign country. Personal information may be stored on servers located outside South Africa in a foreign country whose laws protecting personal information may not be as stringent as the laws in South Africa. You consent to us processing your personal information in a foreign country whose laws regarding processing of personal information may be less stringent.
12. **Enquiries**
If you have any questions or concerns arising from this privacy policy or the way in which we handle personal information, please contact us.