

DALGICA (PTY) LTD

STANDARD TERMS AND CONDITIONS OF SALE

COMPANY DETAILS

- **Company Name:** Dalgica (Pty) Ltd (Registration No: 2015/209092/07)
- **VAT Registration Number:** 4670272428
- **Contact Telephone:** +27 (0) 60 935 2800
- **Email / Web:** info@dalgica.co.za | www.dalgica.com

1. INTERPRETATION & DEFINITIONS

- **1.1 "Company"** means Dalgica (Pty) Ltd (Registration No. 2015/209092/07), its divisions, successors, and authorized assigns.
- **1.2 "Customer"** means any natural or juristic person, firm, partnership, distributor, agent, farm, or commercial entity purchasing Goods or Services from the Company.
- **1.3 "Goods"** means all chemical products, fertilizers (Group 1,2,3), soil conditioners, raw materials, liquid solutions, mixtures, additives, or bulk packaging (IBC totes, drums, polycans) supplied or manufactured by the Company.
- **1.4 "Agreement"** means these Standard Terms and Conditions together with any accepted quotation, tax invoice, credit agreement, or delivery note issued by the Company.
- **1.5 "Applicable Legislation"** includes the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 1947, Occupational Health and Safety Act 85 of 1993 (OHSA), Consumer Protection Act 68 of 2008 (CPA), and Protection of Personal Information Act 4 of 2013 (POPIA).
- **1.6 "SDS"** means the official Safety Data Sheet issued for any specific Goods.

2. ORDERS, QUOTATIONS & SUPREMACY OF TERMS

- **2.1 Quotation Validity:** All quotations submitted by the Company are valid for 30 (thirty) calendar days from the date of issue, unless explicitly extended or withdrawn in writing by the Company prior to acceptance.
- **2.2 Binding Contract:** A binding contract comes into existence only upon written order confirmation by the Company or upon dispatch/delivery of the Goods, whichever occurs first.
- **2.3 Supremacy of Terms ("Battle of the Forms"):** These Terms and Conditions apply exclusively to all sales and supersede any conflicting terms, conditions, or disclaimers contained in or referenced by the Customer's purchase order, counter-offer, procurement portal, or general correspondence.

3. PRICES, TAXES, PAYMENT & BANKING SECURITY

- **3.1 Prices & VAT:** All prices are quoted exclusive of Value-Added Tax (VAT), freight, transit insurance, and delivery charges unless explicitly stated otherwise in writing. Statutory VAT (15%) will be added to all applicable invoices.
- **3.2 Payment Terms:** Payment is due strictly prior to or upon delivery/collection, or on or before the due date specified on the tax invoice issued by the Company.
- **3.3 Verified Banking Details:** All payments must be made directly into the verified bank account of Dalgica (Pty) Ltd without set-off, deduction, or bank charges:
 - **Bank:** First National Bank (FNB)
 - **Branch Name:** Hillcrest
 - **Branch Code:** 250655
 - **Account Number:** 62567283446
- **3.4 Fraud Prevention & Payment Verification:** The Customer is strictly required to verbally verify the Company's banking details via confirmed telephone channels (+27 60 935 2800) prior to transmitting electronic funds. The Company assumes no liability for losses resulting from fraudulent bank detail redirection scams or email compromise.
- **3.5 Late Payment Interest:** Overdue payments shall accrue interest at the maximum rate permitted under the National Credit Act No. 34 of 2005 (or Prime Rate plus 2% per annum, whichever is legally applicable), calculated daily from the due date until paid in full.

4. OWNERSHIP, RESERVATION OF TITLE, TRANSPORT & RISK

- **4.1 Retention of Title:** Ownership and legal title in and to all Goods remain fully vested in Dalgica (Pty) Ltd until the purchase price, including VAT, interest, and transport costs, has been paid in full.
- **4.2 Irrevocable Right of Repossession:** In the event of Customer default or non-payment, Dalgica (Pty) Ltd reserves the right to immediately repossess any unpaid Goods, and the Customer grants the Company irrevocable access to its premises or farm for this purpose.
- **4.3 Passing of Risk:** Risk of loss, damage, contamination, or destruction in respect of the Goods passes to the Customer immediately upon delivery to the Customer, or upon departure from the Company's premises if collected by the Customer or its nominated carrier.
- **4.4 Transport & Off-loading:** Transportation, carrier selection, off-loading, and transfer into customer storage vessels are conducted entirely at the Customer's risk. Drivers assisting with off-loading act under the direct supervision and risk of the Customer.

5. SAFETY DATA SHEETS (SDS), MANDATORY TESTING, COMPATIBILITY & TANK SAFETY

- **5.1 Mandatory SDS & Label Review:** The Customer acknowledges that Goods supplied possess active chemical, physical, or biological properties. **THE CUSTOMER EXPRESSLY WARRANTS THAT IT WILL CONSULT, READ, AND STRICTLY ENFORCE THE INSTRUCTIONS SET OUT IN THE APPLICABLE SDS AND CONTAINER LABEL PRIOR TO ANY HANDLING, APPLICATION, OR MIXING OF GOODS.** The Customer warrants that if an SDS was not transmitted during order placement, the Customer shall request the relevant SDS from Dalgica (Pty) Ltd prior to taking delivery or allowing personnel to handle, store, mix, or apply the Goods.
- **5.2 Mandatory Lab-Batch Testing & Reformulation Protocols:** Goods supplied must **NEVER** be mixed, blended, tank-mixed, or re-formulated with other products, chemicals, or agricultural remedies without the Customer first performing:
 - Prior bench-scale / laboratory-batch testing;
 - Comprehensive physical compatibility and chemical stability checks; and
 - Retaining control samples of the trial mixture for a minimum of 12 (twelve) months.
- **5.3 Disclaimer of Chemical Liability:** Dalgica (Pty) Ltd accepts no liability whatsoever for crop damage, product failure, chemical precipitation, phytotoxicity, improper tank cleaning, environmental contamination, toxic gas release, or safety breaches arising from unapproved mixing, improper storage, or failure to follow SDS guidelines.
- **5.4 Confined Space & Tank Safety (OHSA Compliance):** The Customer agrees to strictly enforce all Occupational Health and Safety Act (OHSA) regulations regarding chemical handling, container disposal, equipment washing, and confined space entry. Workers must never enter enclosed storage tanks, mixing vessels, or spray equipment containing residual chemicals without certified atmospheric testing, active mechanical ventilation, and certified personal protective equipment (PPE).
- **5.5 Secondary Containers & Customer Vessels:** Dalgica (Pty) Ltd assumes no liability for contamination, chemical breakdown, or injury caused by customer-supplied storage tanks, unwashed totes, rusty vessels, or unlabelled secondary containers.

6. APPLICATION, AGRONOMIC ADVICE & WARRANTY DISCLAIMER

- **6.1 Operational Variables Outside Company Control:** Soil conditions, weather, climate, water quality, crop sensitivity, equipment calibration, and application methods are beyond the control of the Company. **ALL GOODS ARE SOLD IN GOOD FAITH WITHOUT ANY IMPLIED GUARANTEE REGARDING SPECIFIC CROP YIELDS, AGRICULTURAL PERFORMANCE, OR COMPATIBILITY WITH UNTESTED SUBSTANCES.**
- **6.2 Agronomic Recommendations:** Application rates and methods must be determined based on certified laboratory soil/crop analysis and specific recommendations obtained from a registered agronomist or the Company prior to use.
- **6.3 Customer Assumption of Risk:** The Customer assumes all risks, liabilities, and obligations resulting from the storage, handling, application, or misuse of the Goods.

7. THIRD-PARTY INSTRUCTIONS & REPRESENTATIONS

- **7.1 Unauthorized Oral Statements:** Dalgica (Pty) Ltd is not bound by any oral advice, field representative suggestions, verbal recommendations, or third-party modifications unless formally confirmed in writing and signed by an executive director of Dalgica (Pty) Ltd.
- **7.2 Distributor Duties:** Where a distributor or agent resells Goods, the distributor undertakes to supply the official Company label and current SDS to every end-user purchaser. Failure by a distributor to pass on SDS documentation shall not create liability for Dalgica (Pty) Ltd.

8. DELIVERY INSPECTION, CLAIMS & FORCE MAJEURE

- **8.1 Delivery Estimates:** Delivery dates are provided in good faith and are estimates only. The Company shall not be liable for losses caused by transport delays outside its reasonable control.
- **8.2 Inspection & 7-Day Claim Window:** The Customer must inspect Goods immediately upon receipt. Any visible defects, damaged packaging, or shortages must be noted on the delivery note and reported in writing to the Company within **7 (seven) calendar days** of delivery. Failure to provide written notice within 7 days constitutes full legal acceptance of the Goods.
- **8.3 Force Majeure:** The Company shall not be liable for failure or delay in performing its obligations where such failure arises from acts of God, fire, flood, strike, civil unrest, raw material shortages, or government action.

9. LIMITATION OF LIABILITY & CONSUMER PROTECTION ACT (CPA)

- **9.1 Maximum Liability Cap:** To the maximum extent permitted under South African law (including Section 61 of the Consumer Protection Act 68 of 2008), the total aggregate liability of Dalgica (Pty) Ltd for any claim (whether in contract, delict, negligence, or strict liability) shall be strictly capped at the net invoice price paid by the Customer for the specific batch of Goods giving rise to the claim.
- **9.2 Consequential Damages Excluded:** The Company shall not be liable for indirect, incidental, special, punitive, or consequential losses, including loss of profit, crop loss, livestock injury, or operational downtime.
- **9.3 Statutory CPA Defences:** The Customer acknowledges that any risk, toxicity, or hazard associated with the Goods is fully disclosed on product labels and SDS documentation, establishing a complete defence under Section 61(4) of the CPA for claims arising from improper handling, unapproved blending, or failure to observe safety directions.
- **9.4 Customer Indemnity:** The Customer indemnifies and holds harmless Dalgica (Pty) Ltd, its directors, employees, and agents against all third-party claims, environmental liabilities, personal injury claims, wrongful death actions, or legal expenses arising from improper handling, application, storage, or mixing of Goods after risk has passed.

10. PRIVACY & DATA PROTECTION (POPIA COMPLIANCE)

- **10.1 Operational Processing:** Dalgica (Pty) Ltd collects and processes limited personal and corporate information (contact name, business address, registration/VAT number, account reference) strictly for accounting, billing, credit checking, and operational fulfillment under the Protection of Personal Information Act 4 of 2013 (POPIA).
- **10.2 Data Security:** Personal details are securely stored, strictly confidential, and never sold or shared with third parties, except where required for legal compliance or logistics fulfillment.
- **10.3 Data Rights:** Customers may request access to, correction of, or deletion of their personal records at any time by contacting info@dalgica.co.za.

11. GOVERNING LAW & JURISDICTION

- **11.1 Governing Law:** This Agreement is governed by and construed in accordance with the laws of the Republic of South Africa.
- **11.2 Magistrate's Court Consent:** The Customer consents to the jurisdiction of the Magistrate's Court having territorial jurisdiction over the matter, notwithstanding that the claim or amount in dispute may exceed the statutory monetary limit of the Magistrate's Court.
- **11.3 Severability:** If any provision of these Terms is found to be invalid or unenforceable, such provision shall be severed without affecting the validity of the remaining terms.

Approved and Issued by:

Graeme Gagiano
Director, Dalgica (Pty) Ltd
Date: 15 October 2026