

TERMS OF USE

The Aquasol Nutri website and applications were designed with our customers in mind – providing an interactive platform for our customers to easily gain access to product information, company contact information and product prices (available for registered dealers only).

Company Information

We are Aquasol Agrocom Southern Africa (Pty) Ltd trading as Aquasol Nutri (registration number: 1995/0013195/07), a private company incorporated according to the laws of the Republic of South Africa.

Our postal address is PO Box 617, Potchefstroom, 2520.

Our registered address is Aquasol House, 7 Fick Street, Potchefstroom, 2531.

Our telephone number is +27 (0)44 851 0013

Our facsimile number is +27 (0)44 851 0129

Our website is located at www.aquasolnutri.com

General Information

We reserve the right, without notice and at our sole and absolute discretion, to make changes to these terms of use.

It is your duty to read our terms of use each time you use our website, applications and related services (computer systems).

If you continue to use our computer systems and services after amendments to these terms of use have been published, you will be deemed to have accepted such amended terms of use.

Definitions in these terms of use:

“We”, “us” and “our” means Aquasol Agrocom Southern Africa (Pty) Ltd trading as Aquasol Nutri, unless the context indicates otherwise, includes our affiliates and franchisees, and

“You” means the user of our services.

Conditions of Use of our Systems

You are solely responsible for any and all fees and charges that may apply to your communications with our computer systems. Your standard service provider rates will apply unless the contrary is expressly stated.

When using our computer systems, you will at all times comply with the applicable laws, regulations and codes of conduct and for the purpose for which the systems are offered. We have used all reasonable endeavors to ensure that the information is accurate and up to date at point of first publication, free from viruses and other malicious objects.

We do not provide any representation or guarantees about the accuracy or completeness of information provided on our website, applications and any other related services. Information provided via our website and application is of general nature only and is not intended to be nor a

substitute for seeking proper advice for cultivating crops. Typical analysis and/or product data are always subject to reasonable variation and can be influenced *inter alia* by incorrect sampling, preparation methods, laboratory procedures, and normal procedures associated with scientific method. We provide typical analysis, but not binding specifications.

Images of the physical appearance and/or packaging of any of the products are for illustration purposes only. Actual product and/or its packaging may vary.

Neither Aquasol Nutri or any of its subsidiaries assume any liability whatsoever for the accuracy or completeness of the information provided on our website and/or applications or any other related media. The final determination of the suitability of any material remains the sole responsibility of the user.

Pricelist and Prices displayed on our website and/or applications

Only registered dealers in good standing will have access to our prices. For users who have access to our prices, the following conditions also applies:

- Our standard terms and conditions of sale apply to all transactions and quotes.
- Aquasol Nutri wholesale prices are confidential. All users must refrain from sharing prices and/or account details with anyone outside their organization. Wholesale access to our website and/or application will be suspended if any suspicious activity is detected or if it has come to our knowledge that prices are shared with any other organization – whether they are Aquasol Nutri registered dealers or not. Every user must ensure that account information as passwords are kept private and safe.
- It is the sole responsibility of the user to make sure the website and/or application and prices contained therein is up to date. Aquasol will not accept orders based on outdated prices due to an “offline” website and/or application without an active internet connection.
- To qualify for wholesale prices, you must be a registered dealer with Aquasol Nutri.
- All prices exclude VAT, transport, handling, co-op charges and discounts. Cooperatives please take note – prices are absolute net prices.
- Cash discounts only applies to EFT's or cleared deposits with order – no exceptions.
- Volume discounts are negotiable on truckloads (34 mt or more).
- Overdue accounts carry a 2% account maintenance charge and penalty per month or part thereof calculated on the outstanding balance.
- Cash orders for all liquid fertilizers are calculated on full tanker loads (35mt minimum) and payments to be made accordingly. Any credits due after delivery will be refunded promptly.
- Our weighbridge/waybill or that of our supplier is final proof of liquid quantities and all liquid fertilizers are supplied on this condition.
- Minimum quantities apply to most products. All orders in multiples of 1 mt.
- We reserve the right to replace branded products with generic products of similar quality and specifications.
- Prices are subject to change without notice. Errors and omissions excluded.
- No collection will be made without a Aquasol release note