

Terms and Conditions of Sale

1. Who We Are

- a. Ball Straathof (Pty) Ltd (Reg. No. 2000/029724/07) supplies seeds, young plants, cuttings, and related horticultural products.
- b. These terms apply to every order unless we agree differently in writing.

2. Basis of the Sale

- a. We provide quotes and accept orders in writing. A quote is not an offer to sell; we accept orders at our discretion.
- b. If terms in an order conflict with these Terms & Conditions, these Terms prevail.
- c. Wholesale Warranty and CPA Statement:
 - i. The Purchaser warrants that the Products are acquired in the ordinary course of the Purchaser's business for wholesale distribution, resale, or use in production, and not as a final consumption product by a "consumer" as defined by the Consumer Protection Act, 68 of 2008 (CPA).
 - ii. The Products are supplied "as-is (voetstoots)" for any defects, whether visible or hidden (patent or latent).
 - iii. Ball Straathof gives no warranty, express or implied, as to description, quality, productiveness, or suitability for a particular purpose.
 - iv. This exclusion of warranties and the "voetstoots" principle applies fully, save where such exclusion is prohibited by South African law (i.e., if the CPA is found to be legally applicable to the Purchaser).
- d. Any advice provided verbally is followed at your own risk unless confirmed in writing by an authorised Ball Straathof representative.

3. Orders & Product Information

- a. Your order is only confirmed once we accept it in writing.
- b. You are responsible for ensuring that order details and specifications are accurate.
- c. Growing results depend heavily on conditions outside our control.
- d. No order may be cancelled except where we agree in writing. We may claim any costs already incurred.
- e. In times of supply shortages, we may:
 - i. allocate products fairly among customers, or
 - ii. substitute the closest available variety (unless you instruct otherwise).

4. Prices & Adjustments

- a. Prices follow our current catalogue or written quote.
- b. Prices may change before delivery if external factors increase our costs (e.g., exchange rates, duties, transport costs, breeder royalty changes).

- c. VAT, delivery, packaging, phytosanitary certification, testing and pallet charges apply unless otherwise stated.
- d. Royalty fees (where applicable) are included but may be adjusted if breeder rates change.

5. Payment Terms

- a. Orders may be invoiced any time after confirmation.
- b. Goods are dispatched only after full payment, unless credit terms have been agreed.
- c. Late payments may result in:
 - i. suspension of deliveries,
 - ii. cancellation of outstanding orders,
 - iii. interest charges at Prime + 2%, and
 - iv. allocation of payments at our discretion.
- d. All payments must be made in full, without setoff or deduction.

6. Delivery of Goods

- a. Although we try our best for reliable, consistent supply, delivery dates are estimates, not guarantees.
- b. Risk passes to you once:
 - i. goods are delivered to you or your nominated recipient, or
 - ii. we notify you that goods are available for collection.
- c. If you delay or fail to take delivery, we may:
 - i. store the goods at your cost,
 - ii. sell them and recover losses, or
 - iii. dispose of perishable products.
- d. Living products deteriorate quickly; please unpack them immediately upon arrival.

7. Ownership (Retention of Title)

- a. Ball Straathof retains ownership of all goods until full payment is received.
- b. Until paid in full, you must:
 - i. store goods separately and clearly marked,
 - ii. insure them appropriately,
 - iii. allow us access to recover goods if needed.
- c. You may resell goods in the normal course of business, but proceeds must be identifiable and held on our behalf until payment is complete.

8. Export Sales

- a. You are responsible for import compliance, duties, and inspections at destination.
- b. All export sales must be paid in advance in ZAR unless we agree otherwise.
- c. All export sales are FCA O.R. Tambo International Airport, Incoterms® 2020, unless otherwise agreed.
- d. We do not accept liability for defects that would have been visible before shipment or for transit damage.
- e. As mentioned in point 4.c, prices exclude additional costs that may be incurred for exports.

- f. We will not supply where this would breach applicable sanctions or export-control laws. You must not re-export in breach of these and must impose the same obligation on your customers.

9. Events Beyond Our Control (Force Majeure)

- a. We are not liable for delays or non-performance caused by events outside our reasonable control, such as:
 - i. extreme weather, labour strikes, import/export restrictions,
 - ii. shortages of raw materials, pandemics, or transport disruptions.

10. Complaints & Claims

- a. To help us resolve issues quickly, please notify us in writing and include clear photos. You can contact us at **support@ballstraathof.co.za**
- b. For visible issues apparent on delivery or a quick inspection, complaints must be communicated in the following periods:

Type of Product	Time to report
Unrooted Cuttings	12 hours
Young Plants	12 hours
Seed	48 hours

- c. For Quantity/Weight Problems, complaints must be communicated within 7 days.
- d. For Hidden/Delayed Issues complaints must be communicated within 1 working day of discovery (maximum 2 months after delivery).
- e. Failure to report within these periods may prevent us from investigating and resolving the issue.

11. Limitation of Liability

- a. Because horticultural products are affected by many factors outside our control, our liability is strictly limited:
 - i. Your sole remedy for defective products is a refund of the purchase price.
 - ii. Total liability will never exceed the cost of the goods purchased.
- b. We are not liable for:
 - i. loss of production,
 - ii. lost profits,
 - iii. indirect or consequential damages, or
 - iv. crop failure due to environmental or cultivation conditions.
- c. This limitation applies to all claims, including negligence or breach of contract, save for gross negligence, wilful misconduct or fraud, to the extent permitted by South African law.

12. Intellectual Property

- a. By purchasing our goods, you agree:
 - i. Not to propagate, multiply, or reproduce any varieties without written permission.
 - ii. To allow reasonable inspection of premises to verify compliance.

- iii. To pay penalties (R10 per unlawfully propagated plant) plus any additional damages for infringement.

- b. If products are protected in any way by regulations in the Plant Breeders' Rights Act 12 of 2018 you must comply with all aspects of these regulations.
- c. You indemnify Ball Straathof against any loss arising from non-compliance with these regulations
- d. You must make known on sale or on any advertisements that the varieties are protected and propagation is not allowed
- e. You cannot dispose or sell plants or seed while not complying with these regulations
- f. If you find any mutants you need permission from the owner of the plant rights to propagate, condition, sell or hold stock of the mutant.

13. Protection of Personal Information

- a. Ball Straathof (Pty) Ltd processes personal information in accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA"). Our Privacy Notice, available at <https://ballstraathof.co.za/filer/canonical/1792648813/70/> or on request, explains how we collect, use, share and protect personal information, the rights of data subjects, and how to contact our Information Officer.

14. General Conditions

- a. These Terms are governed by the laws of South Africa.
- b. If any clause is found invalid, the rest remain enforceable.