BLUM BIOLOGICALS (PTY) LTD

Website Disclaimer and Terms of Use

Effective Date: 7 May 2026

1. Acceptance of Terms

Welcome to the website of BLUM BIOLOGICALS (PTY) LTD (Registration Number 2025/506373/07) ("Blum Biologicals", "we", "us", or "our"), available at www.blumbiologicals.com (the "Website"). By accessing or using the Website, you ("you", "your", or "user") agree to be bound by these Terms of Use and our Privacy Policy and Cookie Policy, all of which are incorporated by reference.

If you do not agree with any of these Terms of Use, you must not access or use the Website. Your continued use of the Website constitutes your acceptance of these Terms of Use, as may be amended from time to time.

2. General Disclaimer

The information, materials, products, and services contained on or accessible through this Website are provided "as is" and "as available", without any representations, warranties, or conditions of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, completeness, currency, non-infringement, or freedom from computer viruses or other harmful components.

Whilst we make every reasonable effort to ensure that the information on this Website is accurate, complete, and up to date, we make no guarantees in this regard. The information is provided for general information purposes only and should not be construed as professional, technical, agricultural, legal, financial, or other advice.

3. Product Information and Biological Inputs

Blum Biologicals manufactures and distributes biological agricultural inputs, including biocontrol products, biostimulants, and related biotechnology, that may be subject to the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 36 of 1947 ("Act 36 of 1947") and other applicable laws and regulations.

Whilst our products have been developed and tested under a range of conditions, we do not warrant that they will be efficacious under all conditions. The action and effect of biological products may be influenced by factors such as soil conditions, climate, storage, dilution water quality, compatibility with other substances not indicated on the product label, target organism, timing, and accuracy of application.

You must always read and follow the product label and the Safety Data Sheet (SDS) before using any of our products. The product label takes precedence over any information contained on this Website. In the event of any uncertainty or apparent inconsistency, you must consult the supplier or a qualified agricultural advisor before use.

Product registrations, formulations, and availability vary between countries and regions. Not all products referred to on this Website are registered or available for sale in every jurisdiction. The information on this Website is intended for users in the Republic of South Africa and may not be applicable elsewhere.

4. Safety, Storage, and Handling

You must:

- Read and comply with all warnings, precautions, and directions for use on the product label and SDS;
- Wear appropriate personal protective equipment when handling, mixing, applying, or disposing of our products;
- Store our products securely, away from food, feed, and consumable products, and out of the reach of children, animals, and uninformed persons;
- Apply our products only in accordance with the registered uses, application rates, and intervals stipulated on the product label;
- Comply with all withholding periods between application and harvest or grazing;
- Dispose of empty containers and unused product in accordance with applicable laws and the directions on the product label;
- Take all reasonable steps to prevent spray drift, contamination of water sources, and harm to non-target organisms.

5. No Professional Advice

The content on this Website is provided for general information purposes only. It is not intended to be a substitute for professional advice from a qualified agronomist, agricultural extension officer, or other suitably qualified professional advisor. You should not act or refrain from acting on the basis of any information on this Website without first seeking appropriate professional advice based on your specific circumstances.

6. Limitation of Liability

To the fullest extent permitted by applicable law, neither Blum Biologicals, nor any of its directors, officers, employees, agents, suppliers, or affiliates, shall be liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or in connection with:

- Your use of, or inability to use, the Website;
- Any reliance placed on the information, materials, or content provided on the Website;
- Any errors, omissions, inaccuracies, or defects in the content of the Website;
- Any unauthorised access to or alteration of your transmissions or data;
- Any use of any product or service obtained as a result of information on the Website;

- Any viruses, malware, or other harmful components transmitted to or through the Website;
- Any conduct or content of any third party on or in respect of the Website;
- Any interruption, suspension, or termination of the Website or any of its functions.

Nothing in these Terms of Use excludes or limits our liability for death or personal injury caused by our negligence, fraud, fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.

7. Indemnity

You agree to indemnify, defend, and hold harmless Blum Biologicals and its directors, officers, employees, agents, and affiliates from and against any and all claims, demands, actions, liabilities, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with your breach of these Terms of Use, your use of the Website, your violation of any applicable law, or your infringement of any third-party rights.

8. Intellectual Property

All content on the Website, including but not limited to text, graphics, logos, icons, images, audio and video clips, data compilations, software, and the design, structure, and arrangement of the Website (collectively, the “Content”), is the property of Blum Biologicals or its licensors and is protected by South African and international copyright, trademark, patent, and other intellectual property laws.

Trademarks, trade names, service marks, and logos displayed on the Website (including but not limited to the Blum Biologicals name, logo, and product names) are the registered and unregistered trademarks of Blum Biologicals or its licensors. Nothing on the Website should be construed as granting any licence or right to use any trademark without the prior written permission of the owner.

You may view, download, and print Content from the Website solely for your own personal, non-commercial use, provided that you retain all copyright and other proprietary notices. You may not otherwise reproduce, modify, distribute, transmit, display, perform, publish, license, create derivative works from, transfer, or sell any Content without our prior written consent.

9. Acceptable Use

When using the Website, you agree that you will not:

- Use the Website in any way that violates any applicable law or regulation;
- Use the Website to transmit any unsolicited or unauthorised advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, or any other form of solicitation;
- Use the Website to impersonate any person or entity or misrepresent your affiliation with any person or entity;

- Interfere with or disrupt the Website or servers or networks connected to the Website;
- Attempt to gain unauthorised access to the Website, other accounts, computer systems, or networks connected to the Website;
- Use any robot, spider, scraper, or other automated means to access the Website for any purpose without our express written permission;
- Introduce viruses, trojans, worms, logic bombs, or other malicious or technologically harmful material;
- Collect or harvest any personal information from the Website;
- Engage in any conduct that restricts or inhibits any other user from using or enjoying the Website.

10. Third-Party Links and Content

The Website may contain links to third-party websites, services, or resources that are not owned or controlled by Blum Biologicals. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance on, any such content, goods, or services available on or through any such websites or services.

11. User-Generated Content

If the Website permits you to submit, post, or otherwise transmit content (including comments, feedback, suggestions, ideas, or other information), you grant Blum Biologicals a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sub-licensable licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such content in any media now known or hereafter developed.

You represent and warrant that you own or otherwise control all rights to the content you submit and that the content does not infringe the rights of any third party or violate any law.

12. Privacy and Cookies

Your use of the Website is also governed by our Privacy Policy and Cookie Policy, which describe how we collect, use, and protect your personal information and how we use cookies and similar technologies. Please read these documents carefully.

13. Suspension and Termination

We reserve the right, at our sole discretion and without notice, to suspend, restrict, or terminate your access to all or part of the Website at any time, for any reason or no reason, including without limitation any breach of these Terms of Use.

14. Modifications to the Website and Terms

We reserve the right to modify, suspend, or discontinue the Website (or any part or content thereof) at any time, with or without notice, and we shall not be liable to you or any third party for any such modification, suspension, or discontinuation.

We may amend these Terms of Use at any time by posting the amended terms on the Website. Your continued use of the Website following any such amendment constitutes your acceptance of the amended Terms of Use.

15. Force Majeure

Blum Biologicals shall not be liable for any failure or delay in the performance of its obligations in respect of the Website where such failure or delay is caused by circumstances beyond our reasonable control, including but not limited to acts of God, natural disasters, pandemics, strikes, lockouts, civil unrest, war, terrorism, government action, power failures, or failures of telecommunications or internet service providers.

16. Governing Law and Jurisdiction

These Terms of Use shall be governed by and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of laws principles. Any dispute arising out of or in connection with these Terms of Use or the Website shall be subject to the exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria.

17. Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from the remaining provisions, which shall continue in full force and effect.

18. Entire Agreement

These Terms of Use, together with our Privacy Policy and Cookie Policy, constitute the entire agreement between you and Blum Biologicals regarding the use of the Website and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.

19. Contact Information

If you have any questions about these Terms of Use, please contact us using the details below:

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