

DIDYMUS FARMING (PTY) LTD trading as QT BORAN

Website Disclaimer and Terms of Use

Effective Date: 7 May 2026

1. Acceptance of Terms

Welcome to the website of Didymus Farming (Pty) Ltd (Registration Number 2011/001066/07), trading as QT Boran ("QT Boran", "we", "us", or "our"), available at www.boransa.co.za (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, animals, and services referred to 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, veterinary, agricultural, legal, financial, or other advice.

3. Pedigree, Registration, and Performance Information

Pedigree, registration, and performance information published on this Website (including inspection reports, sale catalogue entries, and estimated breeding values) is derived from records maintained by the Boran Breeders' Society of South Africa, Stud Book South Africa, and our internal management systems. Whilst we make every effort to ensure this information is accurate and current, we do not warrant that it is free from errors, omissions, or subsequent amendment.

Buyers and prospective buyers are encouraged to independently verify pedigree and registration status with the Boran Breeders' Society or Stud Book South Africa before entering into any transaction. Performance information and estimated breeding values are inherently based on statistical analysis and may change as further data becomes available.

4. Genetic and Breeding Outcomes

The genetic and phenotypic performance of any animal, embryo, or semen supplied by us is influenced by many factors beyond our control, including but not limited to the management practices, nutrition, environmental conditions, health status, and reproductive protocols employed by the buyer. We make no representation or warranty that any particular breeding outcome, calving rate, growth rate, conformation, fertility, or commercial result will be achieved.

Buyers acknowledge that Boran cattle, and livestock more generally, are subject to biological variability, and that historical or family performance is not a guarantee of future results. Any performance information provided by us is based on the best available data at the time and is provided without warranty.

5. Animal Health, Biosecurity, and Movement

All animals and genetic material supplied by us are subject to the requirements of the Animal Diseases Act, 35 of 1984, the Animal Improvement Act, 62 of 1998, and any other applicable legislation and regulations. Buyers are responsible for:

- Ensuring that the movement of animals or genetic material complies with applicable veterinary and health regulations;
- Obtaining any required movement permits, health certificates, and export documentation;
- Applying appropriate biosecurity, quarantine, and vaccination protocols upon arrival on their premises;
- Complying with all statutory obligations relating to identification, traceability, and welfare of animals in their possession.

We do not accept liability for any loss, damage, or expense arising from a buyer's failure to comply with such requirements.

6. 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 veterinarian, animal scientist, 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.

7. Limitation of Liability

To the fullest extent permitted by applicable law, neither QT Boran, nor any of its directors, officers, employees, agents, suppliers, group companies, 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, including pedigree, registration, or performance information;
- Any errors, omissions, inaccuracies, or defects in the content of the Website;
- Any breeding or commercial outcome achieved with animals or genetic material supplied by us;
- Any unauthorised access to or alteration of your transmissions or data;
- 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.

8. Sales, Auctions, and Transactions

Any sale, auction, or transaction concluded through or in connection with this Website is subject to separate written terms and conditions of sale, which will be provided at the time of the transaction. Nothing on this Website constitutes a binding offer to sell any animal, embryo, or semen. Availability of breeding stock and genetic material is subject to prior sale and to our sole discretion.

Auction terms, buyer's premium, deposit requirements, transport arrangements, and risk transfer are governed by the relevant auction catalogue and terms of sale, which take precedence over any information on this Website.

9. Indemnity

You agree to indemnify, defend, and hold harmless QT Boran and its directors, officers, employees, agents, group companies, 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.

10. Intellectual Property

All content on the Website, including but not limited to text, graphics, logos, icons, images and photographs of animals, video clips, data compilations, software, and the design, structure, and arrangement of the Website (collectively, the "Content"), is the property of QT Boran 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 QT Boran name and logo) are the registered and unregistered trademarks of QT Boran 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. Photographs of animals may not be used in advertising, catalogues, or other commercial materials without prior written consent.

11. 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.

12. Third-Party Links and Content

The Website may contain links to third-party websites, including breed society and industry body websites, services, or resources that are not owned or controlled by QT Boran. 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.

13. 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 QT Boran 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.

14. 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.

15. 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.

16. 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.

17. Force Majeure

QT Boran 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, drought, disease outbreak, pandemics, strikes, lockouts, civil unrest, war, terrorism, government action, power failures, or failures of telecommunications or internet service providers.

18. 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, North West Division, Mahikeng.

19. 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.

20. Entire Agreement

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

21. Contact Information

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

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