

TCS02-0810

Supplementary terms and
conditions for the sale of
spraying and spreading services
(Amenity areas)

Frontier

1. APPLICATION OF TERMS AND CONDITIONS

- 1.1 These supplementary Terms and Conditions (the "Supplementary Conditions") constitute the conditions on which Frontier Agriculture Limited (the "Company") is willing to supply the service of spraying or spreading products (the "Services") to any person to whom a quotation, confirmation of order or contract is addressed, from whom a telephone order is received or who receives the Services (the "Customer"). The Supplementary Conditions shall prevail over any terms and conditions in the Customer's purchase order, confirmation of order or other document issued by the Customer.
- 1.2 The Supplementary Conditions are in addition subject to the Company's General Terms and Conditions (the "Conditions"). In the event of any conflict between these Supplementary Conditions and the Conditions these Supplementary Conditions will prevail.

2. APPLICATION OF PRODUCTS

- 2.1 The Company shall only apply products in accordance with the manufacturer's written instructions or guidelines and the Company will supply the Services to meet the application standards recommended by the manufacturer on its product container labels and product safety data sheets.
- 2.2 Where pesticides are used in providing the Services:
 - a). the Company shall only use products that have been published in the UK Pesticide

Guide and approved by the Health & Safety Executive - 'Chemical Regulations Directorate;
and

- b). the Company will supply the Services to meet the application standards recommended by the manufacturer on the product container label and as detailed in either the "Code of practice for using plant protection products" prepared by the Department for Environment, Food and Rural Affairs (Defra), the Health and Safety Commission (HSC) and the National Assembly for Wales Environment, Planning and Countryside Department or the "Codes of practice for using fertiliser" published by the Agricultural Industry Confederation (AIC).

3. RECOMMENDATIONS

- 3.1 Where the Company provides a recommendation in relation to the use of a product and/or the provision of the Services (the "Recommendation"), the Recommendation shall only be binding on the Company if provided in writing and the Customer shall not be entitled to rely on any oral representations or Recommendations made by the Company in relation to the products and/or the Services.
- 3.2 The Company excludes and the Customer accepts all liability for recommendations made by third parties. These third party recommendations will only be applied following the written recommendations being received by the Company and authorised by the Customer.
- 3.3 The Company excludes and the Customer accepts all liability for recommendations made directly by the Customer. These recommendations will only be applied following written authorisation being received by the Company.

4. SAFETY

The Customer accepts responsibility for displaying suitable notices about the application activity and controlling access by persons and animals both during and after the application of the treatment.

5. TREATMENT AREA

Information regarding treatment areas must be supplied by the Customer in a clear and definitive format.

6. LIABILITY

- 6.1 The Company may at its discretion and acting reasonably delay the provision of the Services for any reason including, but not limited to, adverse weather conditions, availability of products and the availability of suitable equipment and the Company shall be under no liability to the Customer for any loss or damage suffered by the Customer resulting from any such delay.
- 6.2 The Company shall be under no liability to the Customer for any loss or damage suffered by the Customer resulting from the Company complying with any specific instructions made by the Customer relating to the Products and/or Services (including, without limitation, any instructions contrary to any recommendations made by the Company or a manufacturer's advice).

7. PARTIES

As occupier (where applicable) the Customer accepts responsibility for complying with the Supplementary Conditions and the Conditions on behalf of the property owner.

8. EQUIPMENT OPERATORS

Equipment operators provided by the Company have no authority to vary the contracted areas for treatment/non treatment and all such requests for variation must be made by the Customer to a Company Contracts Manager for approval.

Frontier Agriculture Ltd.
Witham St Hughs
Lincoln
LN6 9TN
Tel 01522 556600
Fax 01522 868244
www.frontierag.co.uk