

TCS03-0810

Supplementary terms and
conditions for the sale of
spraying and spreading services
(Agricultural land)

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 "Service") 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 use plant protection products that have been published in the UK Pesticide Guide and approved by the Health & Safety Executive - 'Chemical Regulations Directorate' (the "Products").
- 2.2 The Company shall only apply the Products in accordance with the manufacturer's written instructions or guidelines.

- 2.3 The Company will supply the Service 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 jointly 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).
- 2.4 The Company will apply the Product as detailed on the Product container label and in compliance with all approval requirements. In the event that the manufacturer’s instructions differ from those recommended, the Customer shall contact the Company’s local contract services manager. Under no circumstance should the treatment be allowed to go ahead until any contradictions in instructions or recommendations have been clarified.

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.

4. TREATMENT AREA

- 4.1 Information regarding treatment areas must be supplied by the Customer in a clear and definitive format on a suitably scaled map.
- 4.2 It is the Customer’s responsibility to supply detailed maps showing all areas that must NOT receive any chemical or fertiliser treatments. The Customer will supply all requested information regarding these areas, including measurements relating to size (width & length) and type (wild bird seed mixture, conservation headland etc). Where a map alone is not deemed by the Company to be sufficient, the

Customer will mark out the relevant areas of land using markers (supplied by the Company).

5. LIABILITY

- 5.1 The Customer accepts that the Company will not be held liable for any loss incurred as a result of treatments being applied to those areas mentioned in 4.2 above unless caused by the Company's own negligence.
- 5.2 The Customer accepts that the Company cannot be held responsible for any loss of the Customer resulting from any violation of the Good Agricultural And Environmental Condition (GAEC) and/or the Statutory Management Requirements (SMR) under the EU Common Agricultural Policy where such loss is as a result of the Company following the instructions of the Customer.
- 5.3 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 the 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.
- 5.4 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 instruction contrary to any recommended actions made by the Company or a manufacturer's advice).

6. PARTIES

As tenant (where applicable) the Customer accepts responsibility for complying with the Supplementary Conditions and the Conditions on behalf of the landowner.

7. 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.

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