

TCS04-0616

Supplementary terms and conditions for the sale, recommendation and advice of plant protection products.

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 plant protection products (the "Product") and provide recommendations and advice (the "Recommendation") to any person to whom a recommendation, quotation, confirmation of order or contract is addressed, from whom a telephone order is received or who receives the Product and/or Recommendation (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. PRODUCT APPLICATION

The Company holds the Customer responsible before spraying or spreading (the "Application") to :-

- 2.1 observe all operator safety advice;
- 2.2 thoroughly wash the tank and application machinery before and after use; and
- 2.3 calibrate the machinery carefully.

3. RECOMMENDATIONS

- 3.1 Where the Company provides the Recommendation in relation to the use of a Product, (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 Product.
- 3.2 Every care is taken to ensure that the Recommendation is correct at the time it is given. However, field, crop and weather conditions may change and the Recommendation should be reviewed in the light of current conditions and crop growth stage prior to the Application.
- 3.3 If the Application is delayed for any reason beyond the latest time/growth stage listed in the Recommendation, the Customer shall contact the Company's advisor for further advice before starting the Application. No Application should begin until such advice has been given. The Company's crop advisor makes the Recommendation after examining the Customer's crop and taking into account many variable factors that may effect the crop. The treatment recommended for one years crop might not be suitable for a similar crop in future years and the Customer should consult the Company's crop advisor before applying any similar treatment. No liability will be accepted for damage resulting to the crop from delayed Application beyond the latest time/growth stage given in the Recommendation or in relation to any treatments applied to crops that have been recommended in relation to previous years.
- 3.4 Apart from matters relating to the crop that the advisor can reasonably learn from his own observations, the Recommendation is given with reliance upon information supplied by the Customer that is presumed to be correct at the relevant time. No liability will be accepted for the Recommendation given where the information supplied by the Customer was incorrect or incomplete at the relevant time.
- 3.5 The Company excludes and the Customer accepts all liability for recommendations made by third parties.

4. PRODUCT PERFORMANCE

- 4.1 Optimum performance from the Product is dependent upon following precisely the manufacturer's instructions and recommendations including without limitation, on use, handling, storage, mixing, application and crop and weather conditions (the "Instructions"). The Application by the Customer must always be under the correct

conditions as detailed in the Instructions. As the application, handling, mixing and storage of the Product is beyond the control of the manufacturer and the Company it shall be a condition of any liability of the Company that the Customer, its employees and contractors have strictly followed the Instructions furnished to them in respect of the Product and have records in safekeeping to show that the Customer, its employees and contractors have done so.

- 4.2 In the unlikely event that, having followed the instructions, any unexpected reaction should occur, the Customer should contact their crop advisor employed by the Company so that the cause of the problem can be investigated at once and appropriate remedial action taken. In the event of such a problem the Customer must carefully preserve any unused Product and other relevant evidence.

5. LIABILITY

The Company excludes all liability, to the extent permissible by law, in contract or in tort (including negligence) or otherwise, for any liability, loss or damage arising directly or indirectly out of the putting into effect any or all of the Recommendation unless it is proved that the Product recommended by the

Company for a particular purpose is not recommended by the manufacturer of the Product for such purpose and/or the Recommendation has not been provided by the Company acting with reasonable care and skill.

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