

TCS08-0314

**Supplementary terms and conditions
for the sale of services relating to
fogging treatment of potato stores**

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 services relating to fogging treatment of potato stores (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 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 Product 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 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.
- 2.4 The Company will apply treatments 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 the 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 Customer shall inform the Company of the intended market for the stored potatoes to ensure suitable application rates are used to minimise the risk of exceeding the "Maximum Residual Level (MRL)" of the Product that may be retained and measured in the potatoes. The Company accepts no liability for any MRL that is found to exceed the maximum levels permitted.

4. SAFETY

- 4.1 The Company's staff will require access to the stored potatoes in order to inspect and make recommendations regarding possible treatments. It is the responsibility of the Customer to provide safe access and egress for the Company's staff to

reach any areas that require inspection. This applies in particular but not limited to stacked potato boxes.

- 4.2 Many Services require the use of the Customer's store air circulation system. The electrical safety of this store system and all other related safety matters are the responsibility of the Customer.
- 4.3 The Customer accepts full responsibility for ensuring that the store is ready for the fogging application to take place on arrival of the Company's staff. The Company shall not be liable for loss or damage arising from any delay in providing the Services caused by the Customer's failure to have the store ready for the Company's staff at the agreed time.
- 4.4 The Customer accepts responsibility for ensuring that the store to be treated is sealed and secure to prevent the treatment fog entering other areas, particularly if these areas are accessible to persons, livestock or contain foodstuffs or other susceptible crops or articles.
- 4.5 The Company will attach warning notices to store doors detailing, the Products used, the treatment date and the safe re-entry date. However the Customer must inform the Company on which doors these notices need to be displayed and must accept all responsibility for securing the store and maintaining the notices until the "safe to re-enter" date.
- 4.6 Following any treatment the store will need ventilating before allowing any person to enter and this shall be the responsibility of the Customer.

5. LIABILITY

- 5.1 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 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.
- 5.2 The Customer accepts responsibility for ensuring that the store is regularly inspected and maintained. The Company shall not be liable for any loss or damage suffered by the Customer through defects in the Customer's store.

5.3 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 manufacturers advice).

6. PARTIES

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

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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