

TCS10-0126

Supplementary terms and conditions
for the hire of equipment

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 sprayers, granular applicators or other equipment (the "Equipment") 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 Equipment (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. RISK, OWNERSHIP AND INSURANCE

- 2.1 Risk in the Equipment will pass to the Customer on delivery of the Equipment or collection of the Equipment by the Customer (as appropriate) and risk in the Equipment will not pass back to the Company until the Equipment is delivered by the Customer to the Company or collected by the Company (as appropriate).
- 2.2 Ownership of the Equipment remains with the Company at all times and the Customer shall acquire no right, title or interest in the Equipment, except the right to hire the Equipment in accordance with these Supplementary Conditions and the Conditions.
- 2.3 The Customer agrees that it shall not deal with the ownership or any interest in the Equipment. This includes, without limitation, selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending

3. CARE OF EQUIPMENT

The Customer shall:

- 3.1 not deface or remove any labels from and/or interfere with the Equipment, its working mechanisms or any other parts of it;
- 3.2 take reasonable care of the Equipment and keep it properly maintained and only use it for its proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided to or supplied to the Customer and any applicable law or regulations (including any Institution of Electrical Engineers (IEE) regulations);

- 3.3 notify the Company immediately and in any event within 24 hours after any breakdown, loss and/or damage to the Equipment or of any accident resulting in death, personal injury or damage to property;
- 3.4 take adequate and proper measures to protect the Equipment from theft, damage and/or other risks;
- 3.5 notify the Company of any change of the Customer's address and upon the Company's request provide details of the location of the Equipment;
- 3.6 permit the Company at all reasonable times to inspect the Equipment including procuring access to any property where the Equipment is situated;
- 3.7 keep the Equipment at all times in its possession and control and not remove the Equipment from the United Kingdom without the Company's prior written consent;
- 3.8 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Equipment required by any legislation, best practice and/ or operating instructions, except to the extent that the Company has agreed to provide them;
- 3.9 not do or omit to do anything which will or may be deemed to invalidate any policy of insurance related to the Equipment;
- 3.10 not continue to use Equipment where it has been damaged;
- 3.11 where the Equipment requires fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Equipment is properly installed by a qualified and competent person.
- 3.12 return the Equipment in good working order and condition (fair wear and tear excepted) in a clean condition together with all licences, registration and other documents relating to the Equipment.
- 3.13 check the calibration of the Equipment on each occasion before use. Final determination of the suitability of the Equipment for the Customer's specific use is the Customer's responsibility and the Customer assumes all risk and liability in this regard.

4. LOSS OR DAMAGE TO THE EQUIPMENT

- 4.1 If the Equipment is returned in damaged, unclean and/or defective state (except where due to fair wear and tear and/or an inherent fault in the Equipment) the Customer shall be liable to pay the Company for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for re-hire.
- 4.2 The Customer will pay to the Company the replacement cost of any Equipment (on a new for old basis) which is lost, stolen and/or damaged beyond economic repair during whilst at the Customer's risk.
- 4.3 The Customer will pay the Company any costs which it may incur in tracking or recovering any lost or stolen Equipment.
- 4.4 The Customer shall be responsible for all expenses, loss (including loss of charges) and/or damage suffered by the Company arising from any breakdown of the Equipment due to the Customer's negligence, misdirection and/or misuse of the Equipment.

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