

TCS11-0919

Agronomy terms and conditions

**Frontier**

1. It is an offence to use any crop protection product (a "Product") that has not been statutorily approved, or any Product in a way that has not been approved.
  
2. ALWAYS READ THE LABEL BEFORE USE. It is essential to read your supplier's conditions of sale and the manufacturer's product label and appropriate instruction sheet. In the event that the manufacturer's instructions differ from those given overleaf, contact Frontier Agriculture Ltd. Do not apply any Product until any contradictions in instructions or recommendations have been clarified.
  
3. Every care is taken to ensure that the Company's recommendations and advice overleaf (the "Recommendations") are correct at the time they are given. However, field, crop and weather conditions may change and the Recommendations should be reviewed in the light of current conditions prior to application.
  
4. If application is delayed for any reason beyond the latest time/growth stage listed in the Recommendations, you (the "Customer") should contact our crop advisor for further advice before starting application. No application should begin until such advice has been given. Our crop advisor makes these Recommendations after examining your crops and taking into account many variable factors that may affect it. The treatment recommended for this year's crop might not be suitable for the same crop in future years and you should consult our crop advisor before applying similar treatment.

No liability will be accepted for, and we hereby exclude to the maximum extent permitted by law, any and all liability for damage or loss resulting to the crop from delayed application beyond the latest time/growth stage given in the Recommendations or in relation to any of the treatments applied to crops that have been recommended in relation to the previous years but not for the year in which you applied them.

5. Apart from matters relating to the crop that the crop advisor can reasonably learn from his own observations, these Recommendations are given with reliance upon information supplied by, or on behalf of, the Customer that is presumed to be correct at the relevant time. No liability will be accepted for any recommendations given where the information supplied by, or on behalf of, the Customer was incorrect or incomplete at the relevant time.
  
6. The Company hereby excludes all liability for recommendations made by third parties who are not acting on behalf of the Company. The Customer relies on all and any recommendations made by such third parties at its own risk.
  
7. Before spraying the Customer must:
  - (a) Observe all operator safety advice
  - (b) Wash the tank and application machinery before and after use
  - (c) Calibrate the machinery carefully
  
8. Optimum performance from any 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 ("Instructions"). Always spray under the correct conditions as detailed in the manufacturer's instructions. As the application, handling, mixing, and storage of any Product is beyond the control of the manufacturer and the Company, it shall be a condition of any liability claim against the Company that the Customer, and the Customer's employees and contractors have followed strictly the instructions furnished to them in respect of the Product and have written records in safekeeping which verify such actions and these written records are made available to the Company.

- 9.** In the unlikely event that, having followed these instructions, any unexpected reaction should occur, contact either our crop advisor so that the cause of the problem can be investigated at once and appropriate remedial action taken. In the event of such a problem carefully preserve any unused chemical or other evidence.
- 10.** The Company uses its reasonable endeavours to deliver its Recommendations promptly, in accordance with good industry practice, in compliance with the regulatory environment and, to the best of its knowledge, correctly.
- 11.** Without limitation to the remainder of these terms, the Company:

  - (a) gives no statement, representation or guarantee that the Recommendations will prevent, minimise or otherwise protect crops from the Barley Yellow Dwarf Virus (“BYDV”) or Virus Yellows (Beet);
  - (b) hereby excludes to the maximum extent permitted by law all and any liability, loss and/or damage directly or indirectly suffered or incurred by or on behalf of the Customer due to any viruses growing in, or otherwise affecting, crops including (without limitation) BYDV and Virus Yellows (Beet).
- 12.** The Company excludes all liability to the Customer, to the maximum extent permissible by law, in contract or in tort (including negligence) or otherwise for all and any liability, loss or damage arising directly or indirectly out of the putting into effect of any or all of the Recommendations unless it is proved that any Product recommended by the Company for a particular purpose is not recommended by the manufacturer of such Product for such purpose.
- 13.** The aggregate liability of the Company, arising directly or indirectly out of the putting into effect any or all of the Recommendations, whether in contract, tort (including negligence) or otherwise shall be limited to four times the aggregate net price paid by the Customer for the Recommendations and the Product purchased by the Customer from the Company directly as a result of the Recommendations.
- 14.** The Company shall not be under any liability whether in contract, tort or otherwise for any loss of profit, loss of goodwill or for any other indirect or consequential loss or damage suffered by the Customer or any other person in connection with the Recommendations.

- 15.** Nothing in these terms shall be deemed to exclude or restrict any liability which cannot be excluded or restricted under the provisions of any statute, including the Unfair Contract Terms Act 1977 and in particular the Company does not exclude any liability for death or personal injury resulting from their negligence.
- 16.** The provision of the Recommendations is also subject to the Company's standard terms and conditions of sale. If the Recommendations are subsequently amended in writing or orally for whatever reason, such later Recommendations will automatically replace these Recommendations.

Note: Spray quality is as defined by the British Crop Protection Council, either Coarse/Medium/Fine.

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