

TRS07-0126

**Precision technology terms and
conditions**

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 mapping, analytical services and other related services (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. SOIL NUTRIENT MAPPING SERVICE

In relation to the Services, the Company will:

- 2.1 carry out soil sampling of fields identified by the Customer. Using a satellite mapping device the Company will produce a survey map in graphic or digital format, or both, as requested by the Customer recording the location and results of such sampling;
- 2.2 arrange for analysis of the samples taken by a reputable laboratory; and
- 2.3 provide a report containing the Company's advice and recommendations based on such sampling and analysis and referring to the index systems produced by DEFRA/SAC and/or other industry standards.

3. PRICE & PAYMENT

- 3.1 The price quoted for the soil nutrient mapping services is per hectare mapped. Any additional services will be charged at an agreed rate as stated in the Company's confirmation of order. All prices quoted are exclusive of VAT which will be charged at the current rate at the time when the invoice is rendered.
- 3.2 The price shall be payable by the Customer in accordance with the Conditions, and as stated in the order confirmation. The price is payable regardless of whether the report and/or advice produced as part of the Service is rendered unusable due to factors outside the Company's control.

4. PERFORMANCE

The Company:

- 4.1 will exercise reasonable care and skill in preparing survey maps and giving advice and/or recommendations arising from the results of the survey and laboratory analysis and in reliance on the index systems referred to in 2.3.
- 4.2 does not carry out the laboratory analysis and does not therefore accept liability for any loss or damage caused by inaccurate or negligent laboratory reports; and
- 4.3 does not accept liability for the accuracy of the information contained in the index systems referred to in 2.3.

5. COPYRIGHT

- 5.1 All copyright in maps produced by the Company, whether graphically on paper or digitally on computer shall belong to the Company and shall not be reproduced in any form without the Company's express permission in writing save for producing copies solely for use by the Customer in the course of applying the Company's advice or recommendations.

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