

Supplementary terms and conditions for the sale of Nomix Enviro branded products.

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 Nomix Enviro branded products (the "Products") 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 Products (the "Customer"). The Supplementary Conditions shall prevail over any terms and conditions in the Customer's purchase 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. SPECIFICATIONS

The "Specification" means the technical description and/or drawings of the Products delivered to or by the Customer contained in or referred to in or annexed to the confirmation of order acceptance or otherwise together with the specifications and standards and instructions contained in any written instructions supplied with the Product, whether or not specifically entitled specifications.

3. LOSS OR DAMAGE IN TRANSIT

Where delivery of the Products is to be made by the Company, the Company will either repair, replace free of charge or credit the Products lost or damaged in transit to UK Customers, provided that the Customer notifies both the carrier and the Company in writing within 4 days of receipt of the damaged Products or within 10 days of receipt of the Company's advice of despatch.

4. WARRANTY

- 4.1 Any Products provided by the Company to apply chemicals ("Applicators") which fail to comply with the Specification and/or are not fit for the uses approved in the Specification, will at the option of the Company be replaced or repaired free of charge, provided that the Customer gives notice of such failure within 30 days of delivery for visible defects and within 30 days of the defect becoming apparent for latent defects. Any Applicators in respect of which no such notification is given to the Company shall be deemed to be in all respects in accordance with the contract and the Customer shall be deemed to have accepted the same.
- 4.2 In addition the Company will repair or at its option replace free of charge any defective Applicators within a period of one year from the date of delivery, provided that only herbicide complying with the specifications on the label for the chemical supplied by the Company are used with such Applicators.
- 4.3 Product claims shall be subject to the following conditions :-
- (i) the Customer if so requested shall return the Applicator (carriage paid) to the works of the Company or to an authorised repairer nominated by the Company for this purpose together with sufficient details in writing to enable the Application and the alleged defect or failure to be clearly identified. If the Company accepts the claim as justified the return carriage charges will be refunded and the repaired Applicator delivered free of cost to the Customer;
 - (ii) if the claim is not accepted, the Company will so notify the Customer and hold the Applicator for 14 days for the Customer's instructions, failing receipt of which the Company shall then be entitled to dispose of the Applicator or store at the Customer's expense without incurring any liability to the Customer;
 - (iii) the environmental/storage/user conditions and the operational/maintenance instructions laid down by the Company have been strictly complied with;

- (iv) repairs, alterations or modifications have not been made or attempted by anyone other than the Company or the authorised repairer of the Company;
- (v) any identification numbers or marks have not been altered defaced or removed.

5 INDEMNITY

The Customer shall indemnify the Company against :-

- 5.1 All claims for infringement or alleged infringement of any third parties, patent or other intellectual property rights, and all costs and expenses incurred in connection therewith, arising from the execution of the Customer's order in accordance with the Customers' designs, plans or specifications.
- 5.2 All claims for personal injury, loss or damage to property brought against the Company by third parties arising from the presence or use of the Products unless such injury, loss or damage is solely attributable to the negligence of the Company, its employees or agents.

6. DRAWINGS AND CONFIDENTIALITY

Unless otherwise specified in the quotation of the Company, all specifications, drawings and particulars of weights and dimensions submitted therewith are approximate only, and the descriptions and illustrations contained in the catalogue, price list and other advertisement matter of the Company are intended to present a general idea of the Product described therein, and none of these shall form part of the contract. All specifications, drawings and technical descriptions submitted with or in connection with the quotation of the Company are copyright of the Company. All such copyright materials, and all information and "know-how" whenever supplied shall at all times be treated by the Customer as confidential and shall not without the written consent of the Company be used by the Customer except for the purposes of the operation of the equipment supplied thereunder, nor shall they without like consent be communicated to third parties save insofar as may be necessary for the purposes of such operation.

7. PUBLICITY

The Products may not be advertised or exhibited by the Customer without the prior consent of the Company except on the Customers premises.

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TCS05-0810

The logo for Frontier Agriculture Ltd. features the word "frontier" in a lowercase, sans-serif font. The letters are white and are set against a background of two overlapping, curved shapes. The shape on the left is a dark teal color, and the shape on the right is a bright yellow color. The two shapes overlap in the middle, creating a gradient effect.

frontier