

Aerial Application

Terms and Conditions

All aerial application work provided by Aerotech is upon the following terms and conditions as set out below.

1. The Aerotech Group of Companies ("Aerotech") warrants to use its best endeavours to undertake the application based upon the instructions contained in the Job Request Form they receive from the contracting grower/farmer ("grower/farmer") and unless it is fully completed and submitted as indicated, the grower/farmer is agreeing to all terms and conditions contained in these Aerial Application Terms and Conditions. Specifically, Aerotech is released and indemnified by the grower/farmer from all actions, suits, claims, demands, costs, damages and expenses due to the application or any pre-application tasks how so ever arising. Completing the Job Request Form and submitting it on to Aerotech, the grower/farmer acknowledges that it is not binding upon Aerotech to accept or to complete the application. This clause is a fundamental term of this agreement.
2. If adverse environmental conditions, including adverse weather conditions, cause any delay in the application from that represented in the Job Request Form (environmental conditions shall be within the sole discretion of Aerotech), Aerotech will not be liable for any costs, claims, suits, demands or any consequential damages or losses of the grower/farmer due to the delayed application.
3. Any liability of Aerotech for breach of any provision of or term implied by Chapter 3, Part 3.2, Division 1 of the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) or equivalent State legislation shall not exceed the resupply of the application in question or payment of the cost of resupply.
4. In no event whether because of breach of contract, warranty, tort (including negligence) or otherwise shall Aerotech be liable for any special, consequential, incidental, exemplary, aggravated or penal damages or expenses including but not limited to loss of profit, goodwill, reliance loss, costs or claims by third parties. This warranty is exclusive of all other warranties or remedies whether written, oral, implied or statutory. All implied warranties of merchantability, fitness for a particular purpose, course of dealing or usage of trade are hereby expressly disclaimed and excluded as allowable under the law.
5. Payment to the Aerotech shall be made within 30 days of invoice date and must be received by Aerotech before any dispute or claim can be made in relation to the application.
6. In consideration of Aerotech undertaking the application, the grower/farmer agrees to release and indemnify Aerotech, its officers, directors, agents, contractors, servants, employees and shareholders and suppliers of any aircraft from any and all liabilities, claims, demands or actions or causes of action whatsoever including any

liability imposed by statute, arising out of any damage, loss or injury to the grower/farmer or third parties due to the aerial application or pre-application tasks whether such loss, damage or injury results from negligence of Aerotech, its officers, directors, agents, contractors, servants, employees or shareholders or from some other cause.

7. The grower/farmer or their agronomist or agent warrants that it will notify Aerotech of all relevant and accurate information necessary for the applicator to carry out all appropriate planning and hazard and risk assessment and management. Such information shall include but not be limited to hazards (including power lines and SWER lines in or near the application area) and obstructions; susceptible crops (including neighbours within a 5 km radius), grazing livestock; environmentally susceptible areas; school bus runs and times; staff or contractors working in or near the application area and times of their entry/exit.
8. Any requirement for neighbour notification either specified on label or through State legislation, industry code of practice or other means shall be the full responsibility of the grower/farmer.
9. The contracting grower/farmer acknowledges that if during the application it is necessary to dump a load of chemical due to safety requirements there will be no right of action on behalf of the contracting grower/farmer against Aerotech.
10. By entering the agreement, the grower/farmer warrants and acknowledges that any chemical required by them to be applied by Aerotech is a registered chemical for the application required and that the application conforms to the label of the pesticide and to any relevant State legislation.
11. The contracting grower/farmer warrants that the product rate and application is in accordance with the relevant registered label and that the product is registered. If that is not the case the contracting grower/farmer agrees to indemnify Aerotech for any loss or damage including any loss of business caused by invalid use.
12. Any use of odorous chemicals shall be at the sole risk of the grower/farmer, and the grower/farmer indemnifies Aerotech from any actions arising out of the use of such chemicals.
13. The grower/farmer or their agent accepts that it is the sole discretion of Aerotech as to what means are taken to ensure the management of chemical drift. Such means could include but not be limited to aircraft set-up, application technique, water rates, use of buffer zones or suspending application until adequate weather or environmental weather conditions prevail.
14. The grower/farmer accepts that there may be some areas of the application site which may not be able to be treated optimally due to the presence of hazards to safe flying including but not limited to trees, power lines and associated infrastructure location, paddock shape, environmentally sensitive crops/areas, and waterways.

The grower/farmer indemnifies Aerotech against any loss of yield or other issues arising from such.

15. The grower/farmer agrees to ensure that all staff, contractors, visitors or others are not permitted to enter or be within the application site or immediate surrounds for the time commencing from 30 minutes before the commencement of application until 30 minutes after the completion of the application or for the period prescribed for re-entry into the application site on the chemical label, whichever is the longer.
16. The contracting grower/farmer specifically acknowledges that damage may be caused to trees and other vegetation on his/her property during the application. The grower/farmer hereby acknowledges that should any such damage occur then clause 6 of these terms and conditions applies.
17. If the contracting grower/farmer has payments outstanding to Aerotech then according to these terms and conditions, Aerotech is entitled at its option not to undertake any further applications.
18. The grower/farmer represents and warrants that he was not induced to enter into an agreement by Aerotech and did not rely on any representations or warranties made by Aerotech or Aerotech's servants or agents about the subject matter of any agreement. The grower/farmer further acknowledges and warrants that these conditions of aerial application are the whole agreement between the parties and may not be varied except in writing.
19. The term Aerotech in these terms and conditions means the owner or the operator of any aircraft used in the application, the pilot of any aircraft used in the application, servants or agents of either the owner, operator or pilot, contractors or subcontractors of the owner, operator or pilot or any associated or subsidiary companies of the owner, operator or pilot.
20. The grower/farmer hereby agrees and warrants that if he is approached by any government instrumentality including but not limited to the EPA, Work Cover or the Civil Aviation Safety Authority or equivalent, the grower/farmer will immediately notify Aerotech and provide whatever assistance Aerotech may require concerning the government instrumentality's enquiry including but not limited to all documents relating to the application.
21. Upon submitting an Aerial Job Request and agreeing to these terms and conditions the person who submits the Job Request warrants that they have authority to bind the contracting grower/farmer's corporate entity (if applicable) and also acknowledges, that if the corporate entity cannot pay the application costs they are acting as guarantor and they will be personally liable for all application costs.
22. The person submitting the Aerial Job Request form acknowledges that they have read and understood these terms and conditions.