

2015 Grower Planning Advantage

Effective: October 1, 2014

OBJECTIVE:

To reward BASF Authorized Grower customers for their support of Participating BASF Brands purchased from BASF Authorized Retailers through the offer of an incentive on all qualifying purchases.

OFFER SUMMARY:

PARTICIPATING BASF BRANDS	ACTIVITY	INCENTIVE
Headline fungicide, Headline AMP fungicide, Priaxor fungicide and Twinline fungicide	BASF Authorized Grower may receive a rebate on qualifying purchases of Participating BASF Brands during the 2015 Season.	BASF Authorized Grower may earn \$50/gallon or \$25/gallon, depending on date of purchase as set forth below, on qualifying Participating BASF Brands. BASF Authorized Grower may also earn an additional \$25/gallon on , Headline AMP fungicide, Priaxor fungicide and Twinline fungicide purchases when aggregate purchases of Participating BASF Brands total \$10,000 or greater. Payment to be made on or before November 24, 2015.

PROGRAM PERIOD	EFFECTIVE AREA
October 1, 2014 through September 30, 2015 (the "2015 Season")	All states in the United States marketing area

DETAILS OF THE OFFER:

1. BASF Authorized Grower is eligible for an incentive on qualifying **Participating BASF Brand** purchases. Incentive amount is dependent on purchase date as set forth below.
 - a. **Period 1 (October 1, 2014 to March 16, 2015):**
 - For BASF Authorized Grower purchases during Period 1, the BASF Authorized Grower may qualify for an incentive of \$50/gallon on the purchase of Participating BASF Brand gallons purchased from a BASF Authorized Retailer during that timeframe.
 - b. **Period 2 (March 17, 2015 to September 30, 2015):**
 - For BASF Authorized Grower purchases during Period 2, the BASF Authorized Grower may qualify for an incentive of \$25/gallon on the purchase of Participating BASF Brand gallons purchased from a BASF Authorized Retailer during that timeframe.

c. **Extra Incentive for \$10,000 minimum of purchases (October 1, 2014 to September 30, 2015):**

- The BASF Authorized Grower can earn an additional \$25/gallon on qualifying purchases of **Headline AMP fungicide, Priaxor fungicide and/or Twinline fungicide** when combined purchases of **Headline fungicide, Headline AMP fungicide, Priaxor fungicide and/or Twinline fungicide** are equal to or greater than \$10,000 (by calculating volumes purchased by Suggested Retail Price).
- This results in a Period 1 qualifying transaction being able to realize a total \$75/gal incentive and a Period 2 qualifying transaction being able to realize a total \$50/gal incentive.
- No incentive will be paid on Headline fungicide purchases but Headline fungicide purchases can count towards the \$10,000 qualification threshold for the additional incentive attainable on **Headline AMP fungicide, Priaxor fungicide and/or Twinline fungicide**.

The following examples illustrate the details of the program:

DATE	BASF AUTHORIZED GROWER PURCHASE
3/1/15	\$5,094 (20 gallons) Headline AMP fungicide
5/10/15	\$5,170 (10 gallons) of Priaxor fungicide
Period 1	20 gallons * \$50/gallon = \$1,000
Period 2	10 gallons * \$25/gallon = \$250
\$10,000+	30 gallons * \$25/gallon = \$750
Total Incentive	\$2,000 incentive on \$10,264 purchase

DATE	PURCHASE
3/1/15	\$5,094 (20 gallons) Headline AMP fungicide
5/10/15	\$5,354 (13 gallons) of Headline fungicide
Period 1	20 gallons * \$50/gallon = \$1,000
Period 2	13 gallons * \$0/gallon (Headline is a qualifier, not eligible for payment)
\$10,000+	20 gallons * \$25/gallon = \$500
Total Incentive	\$1,500 incentive on \$10,448 purchase

2. To enroll for the Grower Planning Advantage incentive. BASF Authorized Growers can enroll as follows:

a. For Period 1 purchases:

i. Make the purchase of qualifying Participating BASF Brands via a John Deere Financial account (or)

- ii. Have the purchase entered by their BASF Authorized Retailer by March 16, 2015 into the BASF-John Deere Financial cash option website @ www.JDFMerchantServices.com (or)
- iii. Complete, sign and submit the incentive claim form, which can be obtained from any BASF Authorized Retailer, along with corresponding Proof of Product Purchase (copies of invoices/bookings or retailer-issued invoice summaries, including BASF Authorized Retailer name, address, volume in units, units of measure, purchase date and invoice number) to the following address, postmarked on or before March 31, 2015 for Period 1 purchases:

2015 BASF Grower Planning Advantage
PO Box 222037
Charlotte, NC 28222

Failure to submit a claim form along with supporting Proof of Product Purchase will disqualify the entry. If insufficient information is provided, a letter notifying the BASF Authorized Grower of the non-conforming incomplete submission will be sent.

- b. For Period 2 purchases:
 - i. BASF Authorized Grower enrollment action is optional to qualify for the Period 2 incentive. However, purchases must be made from a BASF Authorized Retailer.
 - ii. Valid Point-of-Sale (POS) data, as submitted by BASF Authorized Retailer, will be used to enroll BASF Authorized Growers' eligible purchases in Period 2. If POS data is not reported by BASF Authorized Retailer within the specifications outlined in Section 3 of the Program Rules and Conditions set forth below, then BASF Authorized Grower purchases cannot be qualified for incentives under this offer.
 - i. Point-of-Sale (POS) data will be the basis for determining payment for the full 2015 Season. Period 1 enrollments will be applied against reported validated POS data before determining gallons eligible for Period 2 incentives. For example, if a BASF Authorized Grower has 100 gallons of Headline AMP fungicide reported through POS for the full season and 75 gallons of Headline AMP fungicide were enrolled for Period 1, then 25 gallons of Headline AMP fungicide would qualify for Period 2 incentives.
 - iii. Actual purchase volumes entered into a John Deere Financial account or through the BASF-John Deere Financial cash option website during Period 2 may also qualify.
3. Payment(s) will be made to the BASF Authorized Grower on or before November 24, 2015. Only incentives greater than or equal to \$50.00 will be fulfilled. BASF will only pay a rebate to BASF Authorized Grower up to valid Point-of-Sale (POS) reported by BASF Authorized Retailer.
4. Although its use is optional in Period 2, BASF Authorized Retailers will receive \$2.00 per product, per purchase transaction entered into the BASF-John Deere Financial cash option website. For example, if a transaction is entered by a BASF Authorized Retailer that includes four products, then the BASF Authorized Retailer would get \$8.00 for entering that transaction into the cash option website.
5. BASF Authorized Growers are encouraged to retain a copy of each receipt/invoice and claim form and supporting Proof of Product Purchase.
6. BASF Authorized Growers may exchange purchases made during Period 1 (October 1, 2014 – March 16, 2015) during Period 2 (March 17, 2015 – September 30, 2015) and preserve the original incentives for which they qualified. For example, a BASF Authorized Grower purchases and the BASF Authorized Retailer enrolls 100 gallons of Headline AMP fungicide on March 1, 2015 into the John Deere Financial website. This BASF Authorized Grower has now qualified for the maximum incentive of \$50/gallon. If this BASF Authorized Grower returns these 100 gallons of Headline AMP fungicide and purchases 100 gallons of Priaxor fungicide on June 2, 2014, the BASF Authorized Grower still remains eligible for the maximum \$50/gallon rebate on the newly purchased 100 gallons of Priaxor fungicide. Returns and associated impact on qualified incentives will occur under the following conditions:
 - a. For exchanges on purchases of Headline AMP fungicide, Priaxor fungicide or Twinline fungicide made during Period 1, incentives only apply to exchanged volumes that do not exceed the original volume recorded

through the John Deere Financial website, based on volume of purchases for each relevant brand. For purposes of determining eligible original volume for product exchanges, usage rates per acre applied are as follows: Headline AMP fungicide = 10 ounces, Priaxor fungicide = 4oz, Twinline fungicide = 9 ounces.

- For example, a BASF Authorized Grower purchases 100 gallons of Headline AMP fungicide on March 1, 2015 and this volume is enrolled in the John Deere Financial website. The BASF Authorized Grower then returns those 100 gallons of Headline AMP fungicide and purchases 100 gallons of Priaxor fungicide on May 10, 2015. The gallons of Priaxor fungicide eligible for Period 1 incentives (\$50/gallon) is 100 gallons.

DATE	BRAND/VOLUME
3/1/15	Purchase 100 gallon of Headline AMP fungicide
5/10/15	Return 100 gallons of Headline AMP fungicide
5/10/15	Purchase 100 gallons of Priaxor fungicide
Period 1	100 gallons *\$50/gallon = \$5000

- b. BASF Authorized Growers are eligible to earn the \$25/gallon at any time of the season once the total purchases equal or exceed \$10,000.

Program Rules and Conditions:

1. Only purchases from BASF Authorized Retailers will be eligible for reward payments. A list of all BASF Authorized Retailers is available on the website at www.GrowersAdvantage.basf.us.
2. This program requires information on all BASF Headline AMP fungicide, Priaxor fungicide and Twinline fungicide sales to BASF Authorized Growers for fulfillment and incentive payment, submitted through valid Point-of-Sale (POS).
 - a. The following information is required when reporting product sales to BASF Authorized Growers:
 - i. Valid BASF Authorized Grower First and Last Name or Farm Name
 - ii. Valid BASF Authorized Grower or Farm Address (includes mailing and/or physical address, city, state, and zip code)
 - iii. GLN: Global Location Number (if known)
 - b. All POS information must be reported by October 5, 2015 through the established data collection systems of Agrimine, Data Dimension, or EDI. No information submitted past October 5th for the 2015 Season will be included in the payment fulfillment calculation.
 - c. Monthly reporting is preferred. If Electronic Reporting is the established method utilized, sales must be submitted in accordance with the established timelines (8th of the month for the previous month's sales, with the exception of October 5, 2015).
3. BASF Authorized Retailers should not accept returns for enrolled products after September 30, 2015; in the event that BASF Authorized Retailer accepts such a return, any payments made to a BASF Authorized Grower under this program that corresponds to such returned product shall be deducted from any payments otherwise due to the BASF Authorized Retailer by BASF. BASF Authorized Retailers shall indicate if Product returned correlates to a sale made in Period 1 or Period 2, but in the absence of any specific indicator, all returned gallons will be applied against Period 2 purchases. Once Period 2 purchases have been exhausted through returns, remaining returns will be applied against Period 1 purchase enrollments.
4. BASF Authorized Growers opting to submit claim forms by U.S. mail must do so on or before March 31, 2015 for Period 1 and on or before September 30, 2015 for Period 2. All forms must be filled out completely and legibly, and must include the following: Grower name and address, BASF Authorized Retailer name and address where submitted products were purchased, and purchase quantity(ies). Proof of Product Purchase must be included with the incentive claim form at the time of submission. If no Proof of Product Purchase is submitted with the claim form, the form will be disqualified and no incentive will be paid.
5. Payment incentives will be paid to the BASF Authorized Grower(s) or entity(s) identified as the purchaser on a paper invoice.
6. No hand-written Proof of Purchase documents will be accepted without prior written approval from BASF. Proof of purchase invoice(s) must include BASF Authorized Retailer name, address, Grower name and address, Product name, volume, purchase date and invoice number.
7. BASF Authorized Grower may only receive incentive for product used on acres that are in the United States and/or U.S. territories, as well as owned and/or controlled by the BASF Authorized Grower in the 2015 Growing Season. Individual BASF Authorized Growers may not aggregate purchases in order to qualify for a payment under this offer.
8. BASF reserves the right to apply and/or offset any monies prepaid by or owed to BASF Authorized Retailer against any monies owed to BASF by the BASF Authorized Retailer and/or its affiliates, regardless of whether or not the amounts involved arose out of the same transaction, or unrelated transactions. For purposes of this paragraph, an "affiliate" is defined as any entity that directly or indirectly controls, is controlled by,

or is under common control with BASF Authorized Retailer. Control exists where an entity owns or controls 50% or more of the voting stock of, or interest in, another entity.

9. BASF reserves the right to audit all program claims as respects to Retailer and BASF Authorized Grower reported information and reserves the right of final decision on payments due.
10. The BASF Authorized Retailer's and BASF Authorized Grower's pertinent records, which are sufficiently detailed (as determined by BASF in its discretion) to enable verification of Program compliance, shall be made available, upon request, to BASF or its independent accountant. If BASF or its independent accountant (in its sole judgment) determines that a claim for any benefit, payment or reward offered under any BASF program submitted by or on behalf of the BASF Authorized Grower contains false, misleading, or inaccurate information, then BASF reserves the right to withhold all benefits, payments and rewards under all impacted BASF programs until the discrepancies are resolved.
11. By signing the Planning Advantage enrollment form, or authorizing an electronic entry on the BASF Authorized Grower's behalf, the BASF Authorized Grower agrees as follows:
 - a. To allow BASF or its agent for a period of one (1) year following the signing and/or entry of the submission form, and without the requirement of further authorization or consent, to inspect and obtain copies of any and all: (i) Farm Service Agency ("FSA") crop reporting information on any land farmed by BASF Authorized Grower, including, but not limited to, Summary Acreage History Report, Form 578 and any corresponding aerial photographs; (ii) Risk Management Agency ("RMA") documentation relating to any crops farmed by BASF Authorized Grower; (iii) any and all original dealer and retailer invoices and related cash payments for seed, fungicide, or other chemicals purchased by or for BASF Authorized Grower; and (iv) any and all original records or documents covering or relating to the storage, sale, use or transfer of Headline AMP[®], Priaxor[®] or Twinline[®] fungicide. BASF Authorized Grower agrees that such records or documents, if requested, should be compiled and provided to BASF (or its agent) in an organized manner and be made available for inspection in normal business hours.
 - b. To provide authorization and to sign any and all appropriate request forms that FSA, RMA, or other agencies may require for BASF to obtain the documents and information specified in section 10(a).
12. Any BASF Authorized Retailer or BASF Authorized Distributor believed to be participating in fraudulent activities or activities intended to manipulate payments made under this offer will forgo all BASF program and incentive payments for the 2015 season. Fraudulent activities include, but are not limited to, electronic transactions reported where no product was shipped to the BASF Authorized Retailer, back dating invoices, providing false invoices, submitting invoices as grower sales where product is transferred to another retailer or online exchange, submitting invoices for sales to non-growers, and invoicing product without intending to transfer or to actually transferring ownership.
13. Only a BASF Authorized Retailer's product purchases from a BASF Authorized Distributor are eligible under this incentive. BASF Authorized Retailers must have EDI transactions that correspond to BASF Authorized Grower sales by period. BASF Authorized Retailers must have EDI fully reported by April 1, 2015 for Period 1 and by September 1, 2015 for Period 2. Any variance between EDI and Point-of-Sale (POS) that cannot be reconciled will cause any payment made under this offer to be deducted from a BASF Authorized Retailer's year end payment and result in that Retailer's removal from the list of BASF Authorized Retailers. Any existing inventory from purchases made by BASF Authorized Retailer prior to October 1, 2009 will not be considered in reconciliations of purchases and sales to resolve variances between EDI and Point-of-Sale (POS) data for the 2015 season.
14. Sales to other Retailers and/or to Distributors, or through on-line product exchanges or auctions, co-ops, buying groups, or to end-users that the BASF Authorized Retailer knows, or has reason to know, intends to resell product, will not qualify for payments under this Program.
15. BASF reserves the right to assign BASF obligations (including the obligation to make payment), in whole or part, under this program to a third party without notice to, or the consent of, the BASF Authorized Grower.
16. BASF reserves the right to cancel or modify this program at any time without any notice