

2015 Grower Advanced Weed Control Fall Stewardship Incentive

Effective: October 1, 2014

OBJECTIVE:

To reward BASF Authorized Growers who employ a fall herbicide use pattern and good year round weed control stewardship practices.

OFFER SUMMARY:

PARTICIPATING BASF BRANDS	ACTIVITY	INCENTIVE
Sharpen® herbicide	Reward BASF Authorized Growers for purchasing Participating BASF Brands between August, 1 2014 and December 31, 2014.	\$30/gallon on the purchase of Sharpen herbicide by a BASF Authorized Grower

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

DETAILS OF THE OFFER:

1. A BASF Authorized Grower earns \$30/gallon on the purchase of Sharpen herbicide.
 - A. All qualifying sales must have an invoice date, as reported via POS from a BASF Authorized Retailer, between August 1, 2014 and December 31, 2014.
 - Purchases of multiple participating brands do not have to be made during the same sales transaction to qualify. Any purchases by a BASF Authorized Grower between August 1, 2014 and December 31, 2014 may qualify the BASF Authorized Grower for the incentive.
 - Product returns between August 1, 2014 and December 31, 2014 will reduce purchases made during the same period. Product returns reported by a retailer, with transaction dates between January 1, 2015 and July 31, 2015 will reduce any purchases transactions made during that same period. Returns between January 1, 2015 and July 31, 2015 in excess of purchases made during this same time period will reduce the qualifying volume purchased between August 1, 2014 and December 31, 2014 as necessary. Set forth below are incentive examples:

Example 1:

Brand	Purchase Date	Purchase Volume
Sharpen	August 15, 2014	15
Sharpen	December 15, 2014	-5
Grower is eligible for payment on 10 gallons of Sharpen.		

Example 2:

Brand	Purchase Date	Purchase Volume
Sharpen	August 15, 2014	15
Sharpen	February 15, 2015	-5
Grower is eligible for payment on 10 gallons of Sharpen since no additional Sharpen purchases were made between January 1, 2015 and July 31, 2015		

Example 3:

Brand	Purchase Date	Purchase Volume
Sharpen	August 15, 2014	15
Sharpen	February 15, 2015	10
Sharpen	May 15, 2015	-5
Grower is eligible for payment on 15 gallons of Sharpen since the net product volume between January 1, 2015 and July 31, 2015 is a net positive.		

Example 4:

Brand	Purchase Date	Purchase Volume
Sharpen	August 15, 2014	15
Sharpen	February 15, 2015	10
Sharpen	May 15, 2015	-20
Grower is eligible for payment on 5 gallons of Sharpen since the net product volume between January 1, 2015 and July 31, 2015 is a net negative. The net negative amount must be used to reduce volumes during the qualification period of the program.		

- B. Payment will be made to BASF Authorized Growers on or about November 22, 2015. Only incentive amounts of \$50.00 or greater will be fulfilled.

Program Rules and Conditions:

1. Only purchases from BASF Authorized Retailers, in authorized geographies and for approved products, will be eligible for payments under this Program.
2. How a BASF Authorized Retailer is defined:
 - a. An Operating Unit (OU) and its Outlets (OT) with the required local and federal licenses to sell/resell agriculture chemicals AND
 - b. Has net positive Channel (EDI/XML) transactions from a BASF Authorized Distributor in the current season and/or within the past three seasons AND
 - c. Has an EPA established number for bulk product if bulk is handled AND
 - d. Takes title to the product AND
 - e. Has a physical location AND
 - f. Has liability insurance
3. Only sales to BASF Authorized Growers will be eligible for payments made under this Program. BASF authorized Growers will mean: the entity that purchases the crop protection products and owns or controls the land on which they are being applied, with documented use location within the US.
4. Sales to other growers, or through on-line product exchanges or auctions, or to growers that the BASF Authorized Grower knows, or has reason to know, intends to resell product, will not qualify for payments under this Program.
5. For the purpose of this and other BASF programs during the 2015 season, payment calculations will be based on BASF's 2015 Program Redemption Price.
6. Right to Audit:
 - a. BASF reserves the right to audit all program claims, and supporting data and records, and reserves the right of final decision on payments due.
 - b. The 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 in order to evaluate and verify compliance with the terms of this Program. BASF may also, upon reasonable advance written notice, inspect facilities where its Products are sold and/or stored. 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, inconsistent or inaccurate information, then BASF reserves the right to withhold all benefits, payments, and rewards under this and any impacted BASF program(s), until any identified discrepancies are resolved. Where a discrepancy has been identified, failure to resolve the discrepancy to BASF's satisfaction and/or refusal to permit BASF or its independent accountant to perform an audit under this Program shall result in forfeiture of any payment that might otherwise be earned but for the discrepancy. Any BASF Authorized Grower found to have submitted false or fraudulent information shall also be responsible for the costs associated with any audit conducted by BASF.
 - c. Any false or fraudulent information given to BASF or transactions (including inventory movements) that are made with the object to manipulate program earnings will result in forfeiture of any and all BASF Authorized Grower program payments related to or based upon such information or transactions.
7. If BASF reasonably believes an overpayment may occur as a result of this Program alone, or in connection with any other program, then BASF has the option of reducing payment under this Program, as well as any subsequent payments under other programs.
8. 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.
12. BASF reserves the right to cancel or modify this program at any time without any notice.

All other Qualifying brands are trademarks or registered trademarks of their respective owners.