

# 2020 Grower Claims Credenz® Replant Program – Midwest Region

Effective: October 1, 2019

## OBJECTIVE:

To encourage use of Best Management Practices by growers and to share in grower risk of replanting Credenz® soybean seed brands due to certain weather events.

## OFFER:

QUALIFYING PRODUCTS	SHARED RISK COVERAGE
All Credenz® soybean brands	<i>Seed shared risk percentages are based on untreated Suggested Retail Price</i>
	75% of Suggested Retail Price per 140k Unit of Credenz® soybean seed if untreated.  100% of Suggested Retail Price per 140k Unit of Credenz® soybean seed if treated with any fungicide and any insecticide.

## DETAILS OF THE OFFER:

1. Program Period for growing season is October 1, 2019 through September 30, 2020.
2. Effective for states specified in the Qualifying Geographies.
3. Only soybean Growers who use Credenz® soybean seed purchased from an authorized Credenz® retailer qualify for Shared Risk Coverage.
4. All Credenz® seed must be purchased by Growers under a valid Grower Technology Agreement, Monsanto Technology Agreement or as required by the trait licensor prior to delivery of the seed.
5. Reimbursement (if eligible) made only on Credenz® soybean seed purchased and planted on or before July 31, 2020.
6. Shared Risk Coverage is not available for original plantings of competitive seed.

## QUALIFYING GEOGRAPHIES:

Sales by authorized Credenz® retailers in the following states: CT, DE, IA, IL, IN, KS, MA, ME, MI, MD, MN, MO (counties exclude: Bollinger, Butler, Cape Girardeau, Dunklin, Mississippi, New Madrid, Pemiscot, Scott, Stoddard and Wayne), ND, NE, NH, NJ, NY, OH, PA, SD, and VA (North of the James River), VT, WI, WV.

## PROGRAM ELEMENTS:

### SOYBEAN SEED AND SEED TREATMENT REPLANT QUALIFICATIONS

1. If a Grower who originally planted Credenz® soybean seed elects not to replant with Credenz® soybean seed, then Grower is not eligible for this program.
2. If the original planted Credenz® variety with the same trait technology is not available, another Credenz® variety may be substituted in order to be eligible for this program.

3. This program is only offered for the first replanting by Grower of the 2020 season and does not cover multiple replants by Growers in 2020.
4. Credenz<sup>®</sup> soybean seed Shared Risk Coverage percentages are based on untreated Suggested Retail Price.
5. Replant Units **will not** qualify for any Credenz<sup>®</sup> Retail Program incentives except for dealer discount.

#### **GROWING PRACTICES**

- Growers must use sound farm management, making every attempt to establish a stand and produce a soybean crop.
- Loss of early season soybean stands due to soil crusting, cold temperatures, disease, insects, and excessive moisture can be covered when demonstrations of the following Best Management Practices (as established by University Extension Services for local growing region) are followed:
  - Seeding Rate
  - Weed Control
  - Other Acceptable Farming Practices.

#### **PROGRAM PROCEDURES**

1. Growers must notify the seed dealer, from whom the soybean seed was purchased, of a Shared Risk Claim.
2. Authorized Retailer will contact the local BASF Representative prior to replant.
3. BASF Representative must inspect the field prior to tillage or replanting.
4. BASF Representative will verify the eligibility for replant reimbursement.
5. All purchase information must be supplied to the BASF Representative for first and the second planting of Qualifying Products.
6. BASF Representatives must submit claim within 2 weeks subsequent to date of replant.
7. Grower will receive reimbursement in the form of a check by December 22, 2020 from BASF.
8. Claims may be audited.
9. This program applies to Credenz<sup>®</sup> seed only. Any technology fees associated with Monsanto technology traits are payable as outlined by Monsanto technology traits are payable as outlined by Monsanto program(s) regardless of replanting or crop loss unless otherwise stated by Monsanto.
10. BASF reserves the right to audit compliance with all conditions and provisions of this program which includes, but is not limited to, an audit of Grower's books/records and an inspection of facilities.
11. To qualify for payment under this program Credenz<sup>®</sup> soybean seed containing Monsanto trait technology, i.e., Roundup Ready<sup>®</sup> and RoundupReady2Yield<sup>®</sup> can only be sold to retailers who have an agreement with Monsanto to sell such trait technology. Upon request, BASF will forward from Monsanto a list of authorized Monsanto retailers. The distributor will be responsible for any technology fees due Monsanto associated with seed sales to unauthorized Monsanto retailers. Contact Monsanto for additional information on technology fees.
12. All Credenz<sup>®</sup> soybean seed containing BASF trait technology (i.e. LibertyLink<sup>®</sup>) must be sold to Growers who have a duly executed Grower Technology Agreement and license number prior to taking delivery of the seed.
13. BASF shall be the final decision-maker as to the cause of crop loss.

## **Program Rules and Conditions:**

1. Only purchases from BASF Authorized Retailers will be eligible for BASF incentive payments. Contact your local BASF Business Representative for a list of Authorized Retailers. Your Business Representative can be found at <http://www.agproducts.basf.us/app/repfinder>
2. Authorized Retailers must report Grower Point of Sales (POS) data for all claimed BASF products for the program season. This program requires information on all BASF sales to Growers for fulfillment and incentive payment, submitted through valid Point-of-Sale (POS).
  - a. The following information is required when reporting product sales to Growers:
    - i. Valid Grower First and Last Name or Farm Name
    - ii. Valid Grower or Farm Address (includes mailing and/or physical address, city, state, and zip code)
    - iii. Valid BASF Product Purchased
    - iv. Volume Purchased
    - v. Date of Purchase
    - vi. Invoice Number as attached to sales transaction
  - b. All POS information must be reported by October 5th of the current program season through the established data collection systems of Agrimine, Data Dimension, or EDI.
  - c. Monthly reporting is preferred. If Electronic Reporting is the established method utilized, sales must be submitted in accordance with the established timelines (8<sup>th</sup> of the month for the previous month's sales, with the exception of October 5th).
  - d. If Individual Grower does not consent to the BASF Privacy Policy or withdraws consent to the BASF Privacy Policy, effective on the date the BASF Privacy Policy is rejected or withdrawn, Individual Grower will not be eligible to participate in this program.
3. Authorized Retailers should not accept returns for product sold after September 30 of the current crop season; in the event that Authorized Retailer accepts such a return, any payments made to a Grower under this program that corresponds to such returned product shall be deducted from any payments otherwise due to the Authorized Retailer by BASF.
4. Payment incentives will be paid to the Grower(s) or entity(s) identified as the purchaser on the Grower POS submission.
5. All grower sales must be submitted electronically. No hand-written Proof of Purchase documents will be accepted.
6. 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 Grower in the current growing season.
7. Individual Growers may not aggregate purchases in order to qualify for a payment under this offer.
8. Only an Authorized Retailer's product purchases from an Authorized Distributor or through the approved BASF transfer system are eligible under this incentive. Authorized Retailers must have Qualified POS to substantiate Valid Grower sales. Grower payments made on POS volume that exceeds the retailer's Qualified POS volume, are subject to recovery by BASF from the retail location. The recovery amount will be based on the grower incentive as defined above or a prorated amount as defined by BASF and will be recovered from any monies owed to the retailer by BASF. Any payment that cannot be recovered under the current season's incentive payments will be carried forward until recovery is complete.
9. BASF reserves the right to apply and/or offset any monies prepaid by or owed to Authorized Retailer against any monies owed to BASF by the 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 Authorized Retailer. Control exists where an entity owns or controls 50% or more of the voting stock of, or interest in, another entity.
10. At the sole discretion of BASF:
  - 1) a credit memo may be substituted for a cash payment earned; or
  - 2) a payment may be withheld or used as an offset if the customer's overall BASF account status is not in good standing (meaning any account is past due). All federal, state, or local taxes on payments received under this program are the sole responsibility of the payment recipient and not of BASF, its parent company, or its agents.
11. BASF reserves the right to audit all program claims as respects to Retailer and Grower reported information and reserves the right of final decision on payments due.
12. The Authorized Retailer's and Grower's pertinent records (including personally identifiable information), which are sufficiently detailed (as determined by BASF in its discretion) to administer and/or 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 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.
13. By cashing a check from this offer the Grower agrees as follows:
  - a. To allow BASF or its agent for a period of one (1) year following the payment being made, 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 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 Grower; (iii) any and all original dealer and retailer invoices and related cash payments for seed, fungicide, or other chemicals purchased by or for Grower; and (iv) any and all original records or documents covering or relating to the storage, sale, use or transfer of BASF participating brands . 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).
14. Any Authorized Retailer or 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 current season. Fraudulent activities include, but are not limited to, electronic transactions reported where no product was shipped to the 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.
15. Only an Authorized Retailer’s product purchases from an Authorized Distributor or transfers into Authorized Retail locations via the BASF Transfer Too are eligible under this incentive.
16. 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 Authorized Retailer knows, or has reason to know, intends to resell product, will not qualify for payments under this Program.
17. 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 Grower.
18. BASF reserves the right to cancel or modify this program at any time without any notice

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