

# 2021 Grower Engenia Claims Weed Control Guarantee Program

Effective: December 15, 2020



## Objective

To provide reimbursement towards retreatment costs to growers who apply **Engenia**® herbicide according to label instructions and state and local guidelines and who meet the below qualifications in the event commercially acceptable control of labeled weeds are not met.

## Offer Summary

PARTICIPATING BRANDS	QUALIFICATION	INCENTIVE
<b>Engenia</b> herbicide	Growers must apply <b>Engenia</b> herbicide in accordance with label instructions and weed management guidelines as outlined below.	Growers may be eligible for a reimbursement amount towards retreatment up to the values outlined below, if commercially acceptable weed control is not met within 30 days of post-application, to assist in retreatment on the affected acres.
PROGRAM PERIOD		EFFECTIVE AREA
October 1, 2020 through September 30, 2021		All states in the United States where <b>Engenia</b> herbicide is applied in accordance with the label and state and local guidelines.

## Offer Details

- Who is Eligible?** Growers purchasing **Engenia** herbicide (“product”) from a BASF Authorized Retailer are eligible to participate.
- Engenia** herbicide use in any of the following circumstances will NOT be covered:
  - Failure to follow Best Management Practices, as detailed in this document;
  - Failure to use proper BASF residual herbicides as part of weed management program;
  - Engenia use as part of pre-emergence burndown
  - Application to weeds larger than 4” at time of spray; or
  - Application to weeds that have been damaged and have survived previous post-emergent herbicide application.
- This Weed Control Guarantee Program applies solely to the eligible grower’s acres that are applied with **Engenia** herbicide as outlined in this document.
  - Only claims involving weeds labeled on the product label as controlled are eligible. Weeds labeled as suppression are not eligible.
  - For residual herbicides, fields must have been clean at application or an appropriate burndown herbicide must have been used. BASF may request application records or purchase records to confirm.
  - Label instructions and application guidelines must always be followed, including any geographic restrictions, state specific application requirements, or local advisements.
  - Application rate must be at labeled rate.

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4. All **Engenia** herbicide applications must be made in accordance with Federal requirements. Application on soybeans must take place prior to June 30, 2021. Application on cotton must take place prior to July 31, 2021. In the event a state implements an earlier **Engenia** herbicide application date restriction, that state's restriction date will apply.
5. No results are guaranteed.
6. Submission of a claim under the Weed Control Guarantee Program precludes grower from submitting a claim from any other BASF product claims process or claims program with respect to the affected acres.
7. All claims for the 2021 season must be reported to an authorized BASF representative within 30 days of **Engenia** herbicide application or by August 15, 2021, whichever comes first.
8. The authorized BASF representative will determine if commercially acceptable weed control within 30 days after the last post-emergence application is met. Commercially acceptable weed control is defined as 90% or greater control of emerged weeds at time of application.
9. All claim payments are subject to final approval by BASF and subject to audit.
10. Payment will be made approximately 30 days after BASF approval. Checks will be made out and mailed to the BASF Authorized retailer.
11. This Weed Control Guarantee Program shall not replace the warranty and warranty disclaimers contained on the product label. This program provides for a limited guarantee will only be applicable if the grower follows the responsibilities and requirements detailed in this document.
12. This Weed Control Guarantee Program is for the 2021 growing season, defined as October 1, 2020 – September 30, 2021.
13. Effective for all states in the United States where **Engenia** herbicide is registered and applied in accordance with the label as well as state and local guidelines.

## Grower Responsibilities

To qualify for this Program, the grower must comply with the following requirements:

1. Growers must demonstrate Best Management Practices (as established by the applicable state university extension services for local growing region) have been followed:
  - a. Planting Date
  - b. Use in accordance with label
  - c. Use Engenia herbicide in a manner consistent with state and local application guidelines (including pairing with residual herbicides as outlined below).
  - d. Other Acceptable Farming Practices
2. Application practices required for Program qualification are:
  - a. Start with a clean field prior to planting. Control weeds prior to planting with an effective burndown herbicide or tillage to start with a clean field.
  - b. **Engenia** herbicide Use Rate: 12.8 fl. oz/a

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- c. Weeds are no taller than 4 inches at the time of application of **Engenia** herbicide
  - d. Application volume must be at least 15GPA
3. Grower must notify an Authorized BASF Retailer of any potential claims under this Program within 30 days of an application of **Engenia** herbicide or by August 15, 2021, whichever occurs first and provide the authorized BASF representative an opportunity to inspect Grower's affected acres
  4. Each Grower's field conditions are unique. Local environmental and weed pressure conditions such as drought or temperature negatively impact product performance and level of weed control. Commercially reasonable actions and practices should be taken before full qualification for the program is met.
  5. For any reimbursements greater than \$10,000, Grower will need to sign a Claim Release form.

## Incentive Amounts

- The incentive amount is based on Engenia herbicide purchased and applied by the Grower during the 2021 growing season. Incentive amount will not exceed the product price that the grower paid for the products as reflected on the grower's invoice documents.
- Level of incentive amounts will be dependent on application practices implemented, quality of weed control program utilized and use of a BASF residual program.

### SOYBEAN EXAMPLE

TIMING	PROGRAM REQUIREMENTS	MAXIMUM PAYOUT PER ACRE
PRE Option 1:	<b>Zidua PRO</b> ® herbicide	Up to \$12.00 per acre toward the cost of herbicides associated with a respray
PRE Option 2:	<b>Zidua</b> ® herbicide + other site of action BASF herbicide such as <b>Verdict</b> ® herbicide or <b>Sharpen</b> ® herbicide	
POST:	<b>Engenia</b> herbicide + <b>Outlook</b> ® herbicide or <b>Zidua</b> herbicide	

### COTTON EXAMPLE

TIMING	PROGRAM REQUIREMENTS	MAXIMUM PAYOUT PER ACRE
PRE	Effective residual program preplant or pre-emerge incorporating brands such as <b>Prowl H2O</b> ® herbicide	Up to \$12.00 per acre toward the cost of herbicides associated with a respray
1 <sup>st</sup> POST*	<b>Engenia</b> herbicide*	
2 <sup>nd</sup> POST*	<b>Engenia</b> herbicide* OR <b>Liberty</b> ® herbicide*	

*\*Outlook herbicide is required on either the first or second post application, and a BASF residual herbicide is recommended for both post applications.*

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## Program Rules and Conditions

1. Only purchases of BASF product from BASF Authorized Retailers will be eligible for BASF incentives. For more information on BASF Authorized Retailers please contact your local BASF Business Representative (<http://www.agproducts.basf.us/app/repfinder>).
2. The BASF End User Hierarchy (EUS) is BASF's view of how a farming entity operates. The Family Member (L1) is the individual growers in the BASF EUS. Family Members (L1) roll up to an Association (L3). The Association is considered the full list of entities of a farming operation. For more information on the BASF EUS please contact your local BASF Business Representative (<http://www.agproducts.basf.us/app/repfinder>).
3. Authorized Retailers must report Grower Point of Sales (POS) data for all claimed BASF products for the Program Period as defined in the Offer Summary. This program requires information on all BASF sales to Growers for fulfillment and incentive calculation, 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 (as well as any requested additional BASF factual documentation – e.g., date of application)
    - vi. Invoice Number as attached to sales transaction
  - b. All POS information must be reported by October 5th immediately following the Program Period 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).
4. Authorized Retailers should not accept returns for product sold after September 30 of the Program Period; 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.
5. Payment incentives will be paid to the Grower(s) or entity(s) identified as the purchaser on the Grower POS submission.
6. BASF Growers are encouraged to retain a copy of each receipt/invoice and supporting Proof of Product Purchase.
7. All grower sales must be submitted electronically. No hand-written Proof of Purchase documents will be accepted.
8. 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.
9. Individual Growers may not aggregate purchases in order to qualify for a payment under this offer.
10. 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.
11. 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.
12. 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. Overpayment reductions can happen up to 2 years after the initial payment.
13. 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.
14. In the event that a Grower chooses to refuse to provide consent or to subsequently withdraw consent to the collection and/or use of Grower's Personally Identifiable Information ("PII") by BASF, then Grower shall no longer be eligible for payments under this Program and BASF shall be unable to access the required data regarding Grower's qualification under the Program. Grower's disqualification will be effective as of the date of Grower's decision to refuse or withdraw consent to the collection and/or use of Grower's PII by BASF, and will be retroactive to the initial start date in the program.
15. The Authorized Retailer's and 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 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.
16. 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).
17. 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 Program Period. 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.
18. Only an Authorized Retailer's product purchases from an Authorized Distributor or transfers into Authorized Retail locations via the BASF Transfer Tool are eligible under this incentive.
19. Sales to other Retailers and/or 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.
20. 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.
21. BASF reserves the right to cancel or modify this program at any time without any notice.