

2012 Grower Headline[®] Advantage

Effective: October 1, 2011

OBJECTIVE:

To reward Grower customers for their support of Headline[®], Headline AMP[™] and TwinLine[®] fungicides through the offer of an incentive on all qualifying purchases.

OFFER SUMMARY:

PARTICIPATING BASF BRANDS	ACTIVITY	INCENTIVE
Headline [®] , Headline AMP [™] , and TwinLine [®]	Grower can qualify for a rebate on Actual Purchase Price of Headline [®] , Headline AMP [™] or TwinLine [®] during the 2012 season.	Grower may earn up to 20% incentive on qualifying purchase of Headline [®] , Headline AMP [™] or TwinLine [®] .

PROGRAM PERIOD	EFFECTIVE AREA
November 15, 2011 through August 15, 2012	All states in the United States marketing area

DETAILS OF THE OFFER:

1. Grower is eligible for an incentive on all qualifying Headline[®], Headline AMP[™], and TwinLine[®] purchases; incentive amount is dependent on purchase date.
 - a. **Period 1 (November 15, 2011 to March 15, 2012):**
 - For Grower purchases between November 15, 2011 and March 15, 2012, the Grower may qualify for an incentive of 10% on the Actual Purchase Price of Headline[®], Headline AMP[™] and TwinLine[®] purchased during that timeframe.
 - If a Grower makes a qualifying purchase of a second BASF agricultural chemical brand between November 15, 2011 and March 15, 2012 the Grower may qualify for an additional 10% on the Actual Purchase Price of Headline[®], Headline AMP[™] and/or TwinLine[®] purchased in Period 1. The aggregate sales amount during Period 1 for the second product purchased must be greater than \$2,000.
 - b. **Period 2 (March 16, 2012 to August 15, 2012):**
 - For Grower purchases between March 16, 2012 and August 15, 2012, the Grower may qualify for an incentive of 5% on the Actual Purchase Price of Headline[®], Headline AMP[™] and TwinLine[®] gallons purchased during that timeframe.



- If a Grower makes a qualifying purchase of a second BASF agricultural chemical brand between March 16, 2012 and August 15, 2012, the Grower may qualify for an additional incentive of 5% on the Actual Purchase Price of Headline[®], Headline AMP™ and/or TwinLine[®] purchased in Period 2. The aggregate sales amount during Period 2 for the second product purchased must be greater than \$2,000.
 - c. **Period 1 & Period 2 Purchases:**
 - Grower purchases over both Period 1 and Period 2 will qualify separately for incentive. For example, if a Grower purchases Headline[®] in Period 1 and purchases another BASF product in Period 2, the Grower would get a 10% rebate on the purchase of Headline[®]. The purchase during Period 2 would qualify for an additional 5% rebate on the original purchase of Headline[®], Headline AMP™ or TwinLine[®].
 - If a Grower purchases a product other than Headline[®], Headline AMP™ or TwinLine[®] during Period 1, then purchases Headline[®], Headline AMP™ or TwinLine[®] during Period 2, the Grower is eligible for a 10% total rebate. Each purchase qualifies for a 5% rebate, based on the original purchase date of the Headline[®], Headline AMP™ or TwinLine[®].
2. To qualify for the Grower Headline[®] Advantage Incentive Growers can:
- a. Make the purchase of qualifying Headline[®], Headline AMP™ or TwinLine[®] fungicide via their John Deere Financial account (or)
 - b. Have the purchase entered by their BASF Authorized Retailer by March 15, 2012 for period 1 purchases and August 15, 2012 for period 2 purchases into the BASF-John Deere Financial cash option website @ www.JDFMerchantServices.com (or)
 - c. Complete, sign and submit the incentive claim form, which can be obtained from 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, price per unit, purchase date and invoice number) to the following address, postmarked on or before March 31, 2012 for Period 1 and September 30, 2012 for Period 2:
 Grower Headline Advantage
 PO Box 222037
 Charlotte, NC 28222

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

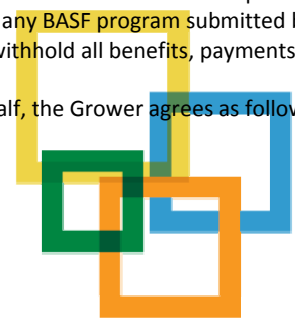
3. Payment(s) will be made to the Grower on or before November 22, 2012. Only claims greater than or equal to \$50.00 will be fulfilled. BASF will only pay rebate to grower up to valid Point-of-Sale (POS) reported by BASF Authorized Retailer.
4. BASF Authorized Retailers will receive \$2.00 per product, 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.
 - a. The \$2.00 per product, per purchase transaction can only be earned once per purchase transaction and cannot be combined with the \$2.00 per product, per purchase earned in the 2012 Grower Investment Advantage program. So, if a transaction is entered that could simultaneously qualify for both 2012 Grower Investment Advantage and 2012 Grower Headline Advantage, only \$2.00 per product, per purchase transaction, will be paid on that transaction.
5. Growers are encouraged to retain a copy of each receipt and/or claim form and supporting Proof of Product Purchase.



6. Purchase of Headline[®] EC and Headline[®] SC by the same Grower counts as one product under the rebate level qualification. For example, if a Grower purchases Headline[®] EC and Headline[®] SC both in period 1, the Grower would be eligible for a 10% rebate on each of the products individually.

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. Actual Purchase Price is defined as the price that the grower pays, minus incentives and other discounts provided by the BASF Authorized Retailer.
3. To participate, BASF Authorized Retailers must report Grower Point of Sales (POS) data for all claimed BASF products for the 2012 Growing Season. The 2012 Growing Season is October 1, 2011 to September 30, 2012.
 - a. BASF Authorized Retailer must report positive EDI transactions for Headline[®], Headline AMP[™] and/or TwinLine[®] in 2010 or 2011 or 2012.
 - b. BASF Authorized Retailer must report \$25,000 BASF product sales via EDI in 2010 or 2011 or 2012.
 - c. BASF Authorized Retailer must not have any irreconciled variances from the 2010 or 2011 Headline Advantage Grower Program.
4. This program requires information on all BASF Headline[®], Headline AMP[™] and TwinLine[®] 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. GLN: Global Location Number (if known)
 - b. All POS information must be reported by October 5, 2012 through the established data collection systems of Agrimine, Data Dimension, or EDI. No information submitted past October 5th for the 2012 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, 2012).
5. BASF Authorized Retailers should not accept returns for claimed products after September 30, 2012; in the event that BASF 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 BASF Authorized Retailer from 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 Headline 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.
6. Growers opting to submit claim forms by U.S. mail must do so on or before March 31, 2012 for Period 1 and on or before September 30, 2012 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) and price(s). 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, then the form will be disqualified and no incentive will be paid.
7. Payment incentives will be paid to the Grower(s) or entity(s) identified as the purchaser on the invoice.
8. For purposes of determining the amount of incentive payment in this offer, BASF shall use the actual price charged to the purchaser up to 5% above the price listed in the 2012 BASF Distributor Suggested Price List to Dealers.
9. 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, and price, purchase date and invoice number.
10. Grower may only receive incentive for product used on acres owned and/or controlled by the Grower in the 2012 Growing Season. Individual Growers may not aggregate purchases in order to qualify for a payment under this offer.
11. 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.
12. 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.
13. The BASF 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.
14. By signing the Headline Advantage submission form, or authorizing an electronic entry on the Grower's behalf, the 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 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 Headline[®], Headline AMP[™] or TwinLine[®] fungicide. 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).
15. Any BASF 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 2012 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, overstating Actual Purchase Price or failing to disclose associated discounts/rebates provided by BASF Authorized Retailer, and invoicing product without intending to transfer or to actually transferring ownership.
 16. Only a BASF Authorized Retailer's product purchases from an Authorized Distributor are eligible under this incentive. BASF Authorized Retailers must have EDI transactions that correspond to Grower sales by period. BASF Authorized Retailers must have EDI fully reported by April 1, 2012 for Period 1 and by September 1, 2012 for Period 2. Any variance between EDI and Point-of-Sale (POS) that can not 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.
 17. 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.
 18. 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.
 19. BASF reserves the right to cancel or modify this program at any time without any notice

