

2018 Grower Grow Smart Finance – Western

Effective: October 1, 2017

OBJECTIVE:

To offer Growers a cost effective financing option through John Deere Financial (JDF) on their qualifying BASF purchases

OFFER SUMMARY:

PARTICIPATING BASF BRANDS	ACTIVITY	INCENTIVE
All BASF Branded Products	BASF Authorized Grower makes qualifying purchase, 3 brands with purchases totaling \$15,000+ or one+ brands with purchases totaling \$30,000+ during designated time periods.	BASF Authorized Grower can qualify for 0% interest fixed as more fully set forth below in “Details of the Offer”.

PROGRAM PERIOD	EFFECTIVE AREA
2018 Season (October 1, 2017 through September 30, 2018)	Arizona, California, Hawaii, Idaho, Nevada, Oregon, Utah, Washington

DETAILS OF THE OFFER:

Eligibility:

John Deere Financial Multi-Use Agricultural Preferred Account Customers with a Special Terms credit limit. Subject to credit approval.

Growers purchasing Participating BASF Brands can qualify for 0% interest free financing when meeting the following criteria:

- Purchase and finance three of more BASF Branded Products with a combined minimum sales value equal to or exceeding \$15,000 – OR – purchase one BASF Branded Product with a combined minimum sales value equal to or exceeding \$30,000
- There is a minimum purchase amount of \$500 per brand on all BASF branded products over the life of the program
- If the Grower purchases one of the following select fungicides: Cabio, Caramba, Endura EG, Forum, Headline, Headline AMP, Manticor, Merivon, Polyram, Priaxor, Pristine EG, Sercadis, Twinline, Vivando, Xanthion, or Zampro – then Aerial Application up to \$15/acre, Ground Application up to \$7.5/acre and/or Chemigation fees up to \$5.00/acre can be financed
- If criteria above are met, then qualified purchases will receive 0% interest free financing until December 2018. Payment for products covered under this program will be due in full on the customer’s December 2018 statement due date.

Program Rules and Conditions:



1. All financing offers will be made through John Deere Financial. The offer is limited to Multi-Use Agricultural Preferred accountholders with an available Special Terms limit. BASF Products that are resold will not qualify under this program. All participants are subject to John Deere Financial™ approval and merchant participation. All John Deere Financial Multi-Use terms and conditions covering account activity shall apply.
2. Only purchases from BASF Authorized Retailer s who are also John Deere Financial merchants will be eligible.
3. Special interest rate financing, as described above, will commence with the date of purchase, which may be prior to product delivery.
4. BASF Authorized Retailer must enter the qualifying sales information into the John Deere Financial website.
5. 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.
6. BASF reserves the right to audit all program claims and verify purchase qualification(s).
 - a. BASF reserves the right to audit all program claims and supporting data and records.
 - b. The BASF Authorized Retailer’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 Retailer 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 an offset against any payment under BASF programs to that BASF Authorized Retailer of the amounts paid by BASF in support of the purchase(s) at issue. Any BASF Authorized Retailer found to have cooperated in the submission of 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 this program will result in disqualification of any affected purchase, and BASF will seek recovery from all participants in the program manipulation of any and all payments made and costs incurred by BASF relating to such affected purchase(s).
 - d. Any BASF Authorized Retailer believed to be participating in fraudulent activities will forgo all BASF program and incentive payments for the 2018 season. Fraudulent activities include but are not limited to providing false sales information into the John Deere Financial website.
7. BASF reserves the right to cancel or modify this program at any time without any notice.

John Deere Financial multi-use account is a service of John Deere Financial, f.s.b

