

2024 Grower Finance Program



Participating Brands	Program Period	Minimum Initial Purchase	Incentive	Payment Terms
All Participating BASF Products including Nunhems® Vegetable Seeds ¹	October 1, 2023 – March 15, 2024	\$5,000 minimum	Fixed 1.99% APR	November 2024
Nunhems® Vegetable Seeds	April 1, 2024 – September 30, 2024	\$5,000 minimum	Fixed 0% APR	January 2025

¹ Contact John Deere Financial for a full list of Participating Brands and participating locations.

- Eligible Grower purchasing one or more Participating Brands through a Retailer that is also a John Deere Financial Merchant can qualify for the financing Incentive on purchases within the Program Period if Grower meets the Minimum Initial Purchase.
 - The Incentive will start on the date of purchase, which may be prior to product delivery.
 - Products that are purchased from a known reseller, as determined by BASF, will not qualify under this Program.
 - Payment will be due in full per the Payment Terms.
- Fungicide Application Financing:** Aerial Application fees up to \$15.00/acre through a BASF Authorized Aerial Applicator, Ground Application fees up to \$7.50/acre, and/or Chemigation fees up to \$5.00/acre can be financed if the Grower purchases at least one of the following fungicides: **Cabrio®** fungicide, **Caramba®** fungicide, **Cevya®** fungicide, **Endura®** fungicide, **Forum®** fungicide, **Headline AMP®** fungicide, **Headline® EC** fungicide, **Headline® SC** fungicide, **Merivon®** fungicide, **Nexicor®** fungicide, **Priaxor®** fungicide, **Pristine®** fungicide, **Provysol®** fungicide, **Revytek®** fungicide, **Sercadis®** fungicide, **Sphaerex™** fungicide, **Veltyma®** fungicide, **Vivando®** fungicide, or **Zampro®** fungicide
- Eligibility:
 - John Deere Financial Merchants:** this Program is limited to John Deere Financial Multi-Use Agricultural Preferred Account Customers with a Special Terms credit limit. 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.
- Effective for all states in the United States.
- Program is subject to change or cancellation without notice. Changes to or cancellation of the Program will not impact previously posted transactions.

John Deere Financial Multi-Use Agricultural Preferred Account is a service of John Deere Financial, f.s.b

2024 Grower Finance Program

Definitions

The following definitions apply to the Program and Terms and Conditions:

- **Distributor** is a BASF authorized distributor with a signed BASF distributor agreement.
- **Grower** is a valid end-user as defined in the Program Stewardship Q&A.
- **Personal Information** is information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly, or indirectly, with a particular natural person or a location where one or more natural persons may reside, and any other information defined as personal information under applicable law.
- **Program Stewardship Q&A** is the BASF document that details the business rules for valid, eligible POS. For more information, contact your local BASF Business Representative (BR) or Agronomic Solutions Advisor (ASA) (<https://agriculture.basf.us/crop-protection/services/consultant-finder.html>).
- **Retailer** is a BASF Authorized Retailer as defined in the Program Stewardship Q&A.

Terms and Conditions

1. Right to Audit
 - a. BASF reserves the right to audit all Program claims, supporting data, and records and reserves the right of final decision on incentives due.
 - b. Grower and Retailer 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 to evaluate and verify compliance with the terms of this Program. BASF may also, upon reasonable advance written notice, inspect facilities where Product is sold and/or stored. If BASF or its independent accountant (in its sole judgment) discovers any false, misleading, inconsistent, or inaccurate information, then BASF reserves the right to withhold all benefits, incentives, and rewards under this and any impacted BASF Program(s), until any identified discrepancies are resolved to BASF's satisfaction. When 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 incentive that might otherwise be earned but for the discrepancy. Any Grower or Retailer 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 incentives will result in disqualification of any affected purchase, and BASF will seek recovery from all participants in the Program manipulation of any and all incentives received and costs incurred by BASF relating to such affected purchase(s).
 - d. Any Retailer believed to be participating in fraudulent activities will forgo all BASF Program incentives for the Program Period. Fraudulent activities include but are not limited to providing false sales information to John Deere Financial or Rabo AgriFinance.
2. If Grower refuses to provide consent or to subsequently withdraw consent to the collection and/or use of Grower's Personal Information by BASF, then Grower shall no longer be eligible for incentives under this Program and BASF shall be unable to access the required data regarding Grower qualification under the Program. Grower disqualification will be effective as of the date of Grower decision to refuse or withdraw consent to the collection and/or use of Grower's Personal Information by BASF and will be retroactive to the initial start date in the Program.
3. BASF reserves the right to assign BASF obligations (including the obligation to pay incentives), in whole or in part, under this Program to a third party without notice to, or the consent of, the Grower or Retailer. The Grower or Retailer may not assign any incentive that may become due hereunder to any third party without BASF's prior written consent, which may be withheld at BASF's sole discretion.
4. All issues, questions, or disputes concerning or arising under the construction, validity, enforcement, or interpretation of this Program and/or these Program Terms and Conditions shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions. Any legal suit, action, dispute, or proceeding arising out of or relating to this Program and/or these Program Terms and Conditions shall be commenced in a federal or state court located in the State of North Carolina.
5. BASF reserves the right to interpret this Program in its sole judgement and cancel or modify this Program at any time without any notice.

Revised on September 28, 2023