

# 2019 InVigor Hybrid Canola Reseed Program Terms and Conditions

## RECITALS

- The Grower has a valid Liberty<sup>®</sup> & Trait Agreement (the “**LTA**”) with BASF Agricultural Solutions Ontario Ltd. (“**BASF**”) and the Grower has grown a crop of BASF InVigor<sup>®</sup> Hybrid Canola (the “**Product**”) pursuant to the LTA (the “**Crop**”).
- The InVigor Hybrid Canola Reseed Program is a crop loss risk sharing program by BASF as contemplated in the LTA (the “**Program**”).
- The Program provides for reimbursement of part of the Grower’s seed costs in purchasing Product for reseed according to this Agreement and does not refund or reimburse any costs or fees incurred by the Grower in association with a Trait (as defined in the LTA).
- Grower wishes to be reimbursed by BASF in accordance with the Program due to certain damages to the Crop from early-season crop establishment problems (the “**Claim**”).

**NOW, THEREFORE**, the parties agree to the following:

1. The Grower planted the Product during the 2019 growing season (which for the purposes of this agreement shall mean April 1, 2019 to June 28, 2019) resulting in the Crop.
2. In submitting a Claim, the Grower and BASF agree that damage to the Crop was due to early season crop establishment problems and not due to any problem with the Product itself or within the care and control of BASF.
3. In order to qualify the Claim: (i) the Grower shall have a valid LTA and have purchased the Product from an authorized retailer for use in the 2019 growing season; (ii) the Grower shall reseed back the affected Crop with the Product within the 2019 growing season; (iii) a minimum of 4 bags of InVigor hybrid canola must be reseeded; and (iv) the Claim has been duly registered within 15 working days of reseeding and by no later than June 28, 2019.

4. Prior to qualifying for the Program, the Eligible Participant will be required to accept and agree to be legally bound by these Terms. In addition, the Eligible Participant will have the opportunity to agree to the terms and conditions contained within the BASF Grower Privacy Consent and the BASF Commercial Electronic Messages Consent (the “**Consent Forms**”). Copies of the Consent Forms can be obtained by contacting **AgSolutions**<sup>®</sup> Customer Care at 1-877-371-BASF (2273). An Eligible Participant may subsequently withdraw his/her consent to receive electronic communications at anytime without affecting their eligibility for this Program.
5. If an Eligible Participant completes all of the foregoing steps in accordance with these Terms (as determined by BASF in its sole and absolute discretion), then the Eligible Participant will be eligible to qualify for the Program.
6. For greater certainty, Grower information required for a Claim is: (i) a valid email address; (ii) LTA number; (iii) the number of bags claimed; and (iv) the type of Product planted. BASF reserves the right, acting in good faith, to determine whether the Claim qualifies for the Program.
7. BASF denies all liability for the Claim of the Grower and has agreed to provide the Grower with consideration (the “**Consideration**”) for the Crop as outlined in paragraph 8, following BASF’s audit and review of information.
8. For a qualified Claim, BASF shall pay the Grower Consideration consisting of \$400/bag equivalent of Product for Product reseeded on the affected Crop.
9. Grower agrees to allow BASF, directly or through an agent, to audit the Claim and to provide BASF all relevant information requested to facilitate an audit including transactional information through retailers and any information producible pursuant to the LTA. The audit and review of information will occur at BASF’s discretion at any time from the date the Claim was submitted up to and including December of 2019. BASF’s decision on Claim qualification is final. Grower agrees to promptly repay any Consideration received in error or where an audit has disqualified all or parts of the Claim. BASF shall have full rights of set off against any funds owing to Grower.
10. BASF will not be liable for any volunteer LibertyLink<sup>®</sup> canola including volunteer Product from the 2019 growing season. Grower shall not use or harvest any volunteer LibertyLink canola including volunteer Product after the 2019 growing season without a license from BASF.

11. The Grower and the Grower on behalf of all others who have a legal or beneficial interest in the Claim, releases and forever discharges BASF and any permitted assignee from all liabilities including all claims, liabilities and any damages that against BASF, the Grower ever had, has, or may have in the future, relating to or arising from the Claim including anything to do with the Product.
12. For convenience and efficiency, BASF and the Grower may communicate about the Program and this agreement verbally or via electronic communications and without BASF requiring that a Grower sign this agreement. As a result, the Grower agrees that the Grower's participation in this Program and receipt of Consideration shall deem the Grower to have agreed, and be subject, to all terms of this agreement regardless of whether the Grower signs this agreement.
13. The Grower: (i) agrees this agreement and information collected pursuant to this agreement shall be collected, used and disclosed by BASF for purposes in relation to managing the Program, the Claim, the Consideration, its internal affairs in its discretion or as otherwise permitted by the LTA (the "**Purpose**") and such collection, use and disclosure is a condition of this agreement and the receipt of Consideration; and (ii) irrevocably consents to the collection, use and disclosure of this agreement and information collected pursuant to this agreement by BASF for the Purpose.
14. BASF may assign all or parts of this agreement to a third party without the consent of the Grower.
15. This agreement shall be governed by the law of Alberta and applicable federal laws of Canada. The Grower irrevocably attorns to the non-exclusive jurisdiction of the courts of Alberta and federal courts of Canada for determinations of matters respecting this agreement.

**Always read and follow label directions.**