



BASF Plant Science LP

2012 NutriDense® Voucher Program

Effective: May 1, 2011

Eligibility

- Any party who, at the time of sale of NutriDense Seed, has entered into a written NutriDense license agreement with BASF Plant Science LP (“**BASF**”) under which agreement such parties are granted the right to use NutriDense traits during the Program Period (each, a “**NutriDense® Licensee**”).

Payment Incentive:

- BASF will provide NutriDense Licensee(s) with a \$65 (sixty-five dollar) / Unit reimbursement on sales of NutriDense grain hybrids that are sold to growers that have a signed contract with a participating end-user, and have been provided a \$65 discount on a qualifying NutriDense Seed purchase.
- Only a limited number of vouchers will be available at each location. These will be provided to growers signing a delivery contract with a participating end-user location on a first come, first served basis.
- For purposes of this document a “Unit” is defined as an eighty (80,000) kernel bag of NutriDense Seed.

Implementation

- BASF will provide those participating end-users who are offering NutriDense grain purchase contracts with a booklet containing pre-numbered vouchers that represent that specific NutriDense grain location.
- Upon signing a NutriDense delivery contract with a participating end-user location, a grower will receive a signed voucher from that location manager. The voucher must be completed in its entirety, and shall indicate the following:
 - End-User Location
 - Date the End-User purchase contract was signed
 - End-User purchase contract number
 - Number of acres contracted
 - Maximum NutriDense Seed purchase eligible for discount, defined for this program as number of acres contracted divided by a factor of 2.6.
 - Maximum dollar amount of voucher equals (Eligible Units x \$65/unit)
 - NutriDense Licensee Seed Brand(s) included in purchase contract

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- ❑ Upon presentation of voucher to the BASF NutriDense Licensee(s) by the grower, the NutriDense Licensee(s) will deduct up to the dollar amount of the voucher from the invoice provided to the grower for that NutriDense seed purchase, but only for such Units that are actually purchased at time voucher is presented, up to the Maximum Units eligible.
- ❑ NutriDense Licensee(s) will submit a reimbursement request to BASF no later than August 8, 2012 for an amount equal to the sum of the discounts actually provided to growers, as supported by actual NutriDense Seed purchased.

Tracking

- ❑ NutriDense Licensee must provide a complete, legible copy of each voucher when submitting a reimbursement request to BASF.
- ❑ BASF will utilize the Final Net Sales report to verify that the NutriDense Seed quantity purchased by the grower is equal to or greater than the eligible NutriDense Seed Unit listed on the voucher.
- ❑ Payment of reimbursement requests will be made by BASF around September 10, 2012.

Miscellaneous:

- ❑ Any false or fraudulent information prepared for, or provided to BASF relating to this 2012 NutriDense Voucher Program will result in the forfeiture of any and all 2012 NutriDense Voucher Program payments, and may further disqualify such participant from eligibility for any future discounts or payments from BASF for which he/she/it may qualify.
- ❑ BASF reserves the right to audit all claims as well as reported sales and reserves the right to make the final decision on the application of any and all discounts and reimbursement requests. 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. Failure to resolve any discrepancies to BASF's reasonable satisfaction, or refusal to permit BASF or its independent accountant to perform an audit under this program shall result in forfeiture of any payment that might otherwise be earned but for the discrepancy and/or refusal.
- ❑ BASF reserves the right to cancel or modify the 2012 NutriDense Voucher Program at any time without notice.
- ❑ A NutriDense Licensee's account with BASF Plant Science must be current as of time reimbursement payments are to be made, in order to be eligible for payment.
- ❑ Input trait fee reporting and payment to third parties are the responsibility of the individual licensee. BASF is not responsible for reporting, nor paying, obligations of NutriDense Licensee due to sales to growers.
- ❑ Germplasm royalty reporting and payments to third parties are the responsibility of each individual NutriDense Licensee. BASF is not responsible for reporting, nor paying, obligations of NutriDense Licensee due to sales to growers.
- ❑ Vouchers are not transferable or assignable, and must be used in the Program Period. Vouchers may only be used for purchases made after their issuance, and may not be used against pre-pay amounts or NutriDense Seed purchases made prior to voucher issuance.
- ❑ BASF reserves the right to assign BASF obligations (including the obligation to make payment), in whole or in part, under this program to a third party without notice to, or the consent of, the NutriDense Licensee(s).