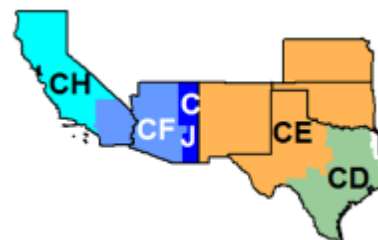


# 2021 Grower Claims Cotton Shared Risk Program – West

Effective: October 1, 2020



## OBJECTIVE:

To provide risk protection to cotton growers who plan for success by investing in high quality seeds and traits and implementing Best Management Practices. Specifically, this is for FiberMax® cotton seed and Stoneville® cotton seed grown in West Region.

## COTTON PROGRAM OFFER:

### SUMMARY OF RISK PROTECTION COVERAGE - FIBERMAX® AND STONEVILLE® COTTON SEED

IRRIGATED AND DRYLAND COTTON				
Program Element	Per Bag Grower Responsibility		What is Reimbursed	Notes
	220K Seed Count	170K Seed Count		
Replant with FiberMax® and/or Stoneville® cotton seed	Copay is 25% of Agency List Price to Growers		75% of Agency List Price to Growers on replant units	South TX: Through May 15, 2021  Remaining Geographies: Through June 30, 2021
Replant with Credenz® Soybean Seed	\$170 & 50% of Credenz® soybeans	\$135 & 50% of cost Credenz® soybeans	Grower Invoice Price (minus \$170 / \$135) for cottonseed & trait and 50% of suggested retail price of Credenz® soybeans (minus dealer discount incentive)	
Crop Loss	\$170	\$135	Grower Invoice Price (minus \$170 / \$135) for seed and trait	Loss occurs within 60 days of final planting

Dryland Cotton Only				
Yield	Per Bag Grower Responsibility		What is Reimbursed	Notes
	220K Seed Count	170K Seed Count		
<175 lbs.	\$100	\$80	Grower Invoice Price (minus \$100 / \$80) for Seed and Trait	No enrollment required. Loss of yield due to <b>drought only</b> .

## REPLANT BRAND OFFER OBJECTIVE:

To support cotton growers when FiberMax® and/or Stoneville® cotton seed and/or Credenz® soybeans are replanted.

## REPLANT BRAND OFFER:

QUALIFYING PRODUCTS	ACTIVITY	PER BAG GROWER RESPONSIBILITY		REIMBURSED
		220K	170K	
<b>REPLANT WITH FIBERMAX® AND/OR STONEVILLE® COTTON SEED</b>				
FiberMax® cotton seed, Stoneville® cotton seed, LibertyLink®, GlyTol®, TwinLink®, TwinLink® Plus, Roundup Ready® Flex, Bollgard II® XtendFlex® and Bollgard 3® XtendFlex® Technologies	First Replant Only	Copay is 25% of Agency List Price to Growers		75% of Agency List Price to Growers on replant units
<b>REPLANT WITH CREDEZ® SOYBEANS</b>				
FiberMax® cotton seed Stoneville® cotton seed LibertyLink®, GlyTol®, TwinLink®, TwinLink® Plus, Roundup Ready® Flex, Bollgard II® XtendFlex and Bollgard 3® XtendFlex Technologies	Grower elects to replant with Credenz® soybeans	\$170 & 50% of Credenz® soybeans	\$135 & 50% of cost Credenz® soybeans	Grower Invoice Price (minus \$170 / \$135) for cottonseed & trait and 50% of suggested retail price of Credenz® soybeans (minus dealer discount incentive)

## DETAILS OF THE REPLANT BRAND OFFER:

- For the growing season of October 1, 2020 through September 30, 2021, the Program Period for Cotton Replant Coverage:
  - For South Texas (South of I-10) extends through May 15, 2021.
  - For the remaining geography in the program extends through June 30, 2021
- Effective for states specified in Qualifying Geographies.
- Program applies to all acres planted with FiberMax® and/or Stoneville® cotton seed.
- An eligible cotton crop is one that is destroyed by an act of God; but is limited to wind, hail and/or flooding events only.
- Loss of early season cotton stands due to soil crusting, cold temperatures, disease and insects are covered when demonstration of Best Management Practices (as established by University Extension Services for local growing region) are followed:
  - Seeding Rate
  - Planting Date
  - Weed Control
  - Other Acceptable Farming Practices

6. Reimbursement (if eligible) will be made on products that are purchased and planted/used in 2021. Reimbursement will not exceed cost of products used at first planting based on the original Grower Invoice document and will not exceed the Grower price.

## **REPLANT BRAND PROGRAM ELEMENTS:**

### **COTTONSEED REPLANT**

- If a Grower who originally planted with FiberMax® and/or Stoneville® cotton seed elects not to replant with FiberMax® and/or Stoneville® cotton seed, then Grower is not eligible for program.
- A Grower who replants with FiberMax® and/or Stoneville® cotton seed will receive reimbursement for 75% of Agency List Price to Growers on replant units of FiberMax® or Stoneville® cotton seed,
- If the original planted variety with the same technology is not available, then another FiberMax® and/or Stoneville® variety with the same technology must be substituted in order to be eligible for this program.
- This program is only offered for the first replanting of the season and does not cover multiple replant situations.
- BASF shall be the final arbiter as to cause of loss.
- Copies of the first plant and replant invoices must be included along with a signed Claim Form.
- Required documentation - initial and replant invoices.

### **CREDENZ SOYBEANS REPLANT**

- A Grower who originally planted FiberMax® and/or Stoneville® cotton seed and is unable to replant to cotton will file a crop loss for cotton and may elect to replant with Credenz® soybeans.
- The Grower who replants with Credenz® soybeans will receive reimbursement for the list price of the FiberMax® or Stoneville® cotton seed and trait technology less \$170 per 220K bag equivalent Unit (\$135 per 170K bag) and 50% of Suggested Retail Price of Credenz® soybeans (minus early order discounts).
- Reimbursement eligibility is limited to an equal number of cotton and soybean acres.
- This program is offered in situations where it is not conducive to replant with FiberMax® and/or Stoneville® cotton seed.
- Required documentation - initial and replant invoices.

## CROP LOSS BRAND OBJECTIVE:

To support cotton growers who lose their final cotton planting, due to certain weather events.

## CROP LOSS BRAND OFFER:

QUALIFYING PRODUCTS	ACTIVITY	GROWER RESPONSIBILITY		REIMBURSED	NOTES
		220K	170K		
FiberMax <sup>®</sup> cotton seed, Stoneville <sup>®</sup> cotton seed, LibertyLink <sup>®</sup> , GlyTol <sup>®</sup> , TwinLink <sup>®</sup> , TwinLink <sup>®</sup> Plus, Roundup Ready <sup>®</sup> Flex, Bollgard II <sup>®</sup> XtendFlex and Bollgard 3 <sup>®</sup> XtendFlex Technologies	Cotton Crop Loss	\$170	\$135	Grower List Price for seed & trait minus \$170 / \$135	Loss must occur within 60 days after planting

## DETAILS OF THE CROP LOSS BRAND OFFER:

- 2021 Crop Loss Program dates for growing season are October 1, 2020 through September 30, 2021.
  - Loss occurs within 60 days of final planting
  - Final dates of submission:
    - Seed Zone CD – July 31, 2021
    - Seed Zones CE, CF, CH, CJ - September 15, 2021
- Effective for states specified in Qualifying Geographies.

## CROP LOSS BRAND PROGRAM ELEMENTS:

### CROP LOSS PROGRAM REQUIREMENTS

If Grower's cotton crop is lost and destroyed and cannot be replanted, the Grower Shared Risk Crop Loss Program protects Grower's investment on LibertyLink<sup>®</sup> and/or GlyTol<sup>®</sup> and/or TwinLink<sup>®</sup> and/or TwinLink<sup>®</sup> Plus and/or Roundup Ready<sup>®</sup> Flex and/or Bollgard II<sup>®</sup> XtendFlex and/or Bollgard 3<sup>®</sup> XtendFlex Technology.

- Failed acres must qualify for coverage under the Multiple Peril Crop Insurance Program.
- Required documentation includes FSA Form 576, or PRODUCTION WORKSHEET / PROOF OF LOSS, original purchase invoice copy, signed Claim Form.
- If a Grower's eligible cotton crop is damaged, as described under general program requirements, to the extent that it qualifies for crop loss, BASF will reimburse the Grower for their list price of seed and trait technologies, less \$170 per 220K bag equivalent Unit (\$135 per 170K).
- All FiberMax<sup>®</sup> and Stoneville<sup>®</sup> varieties are eligible.
- Aeris<sup>®</sup>/Trilex<sup>®</sup> seed treatment is not reimbursable on a Crop Loss Claim. Prime and Base seed treatment are reimbursable on a Crop Loss Claim.
- Affected acres cannot be replanted back to cotton and crop must be destroyed.
- Crop must be destroyed after submitting a claim and validated by BASF representative.

## DRYLAND PROTECTION BRAND OBJECTIVE:

To encourage use of Best Management Practices and to share in grower risk of losing their final cotton planting, due to certain weather events, as described in the program elements section below, by offering options to compensate for Trait Technologies on FiberMax® and/or Stoneville® cotton seed.

## DRYLAND PROTECTION – LESS THAN 175 LBS/ACRE– BRAND OFFER:

QUALIFYING PRODUCTS	ACTIVITY	GROWER RESPONSIBILITY		REIMBURSED	NOTES
		220K	170K		
FiberMax® cotton seed, Stoneville® cotton seed, LibertyLink®, GlyTol®, TwinLink®, TwinLink® Plus, Roundup Ready® Flex Bollgard II® XtendFlex and Bollgard 3® XtendFlex Technologies	Yield of < 175 lbs. lint per acre	\$100	\$80	Grower List Price for seed & trait minus \$100 / \$80	Must occur on validated dryland acres

## DETAILS OF THE DRYLAND PROTECTION OFFER:

- Program Period Dates for 2021 Dryland Protection Program for growing season are October 1, 2020 and September 30, 2021.
  - Final dates of submission:
    - Seed Zone CD: through November 15, 2021
    - Seed Zone CE, CJ, CF and CH: through March 30, 2022
- Effective for states specified in Qualifying Geographies.
- Eligible cotton acres: Grower's cotton crop must be covered under the Multiple Peril Crop Insurance Program.
- This program applies only to dryland acres.
- Grower agrees to allow inspection of field by BASF representative.

## PROTECTION PROGRAM ELEMENTS:

### DRYLAND PROTECTION PROGRAM REQUIREMENTS

- If fields qualify for program, Grower must file a claim with BASF Representative by:
  - East Texas (seed zone CD): November 15, 2021
  - Remaining West Region (seed zones CE, CJ, CF and CH): March 30, 2022

- Primary cause of Loss must be attributable to drought as noted on FSA Form 578 – PRODUCTION WORKSHEET/PROOF OF LOSS. Use one of the following three documents to validate yield: insurance production worksheet, FSA Form 503, or gin tickets.
- Required documentation must include: FSA Form 578, original purchase invoice copy, signed Shared Risk Claim Form, APH summary or Production Worksheet.
- BASF will be the final arbiter as to the cause of loss.
- If a Grower's eligible cotton crop fails or yield less than 175 lbs. due to drought, then BASF will reimburse the Grower their list price of seed and trait technology, less \$100 / bag 220K equivalent Unit (\$80 per 170K).

## **QUALIFYING GEOGRAPHIES:**

### **SEED DROP ZONES**

#### **CD. East Texas**

Counties: East Texas: Anderson, Angelina, Aransas, Atascosa, Austin, Bandera, Bastrop, Bee, Bell, Bexar, Blanco, Bosque, Brazoria, Brazos, Brooks, Burleson, Burnet, Caldwell, Calhoun, Cameron, Camp, Chambers, Cherokee, Clay, Collin, Colorado, Comal, Cooke, Coryell, Dallas, Delta, Denton, Dewitt, Dimmit, Duval, Edwards, Ellis, Falls, Fannin, Fayette, Fort Bend, Franklin, Freestone, Frio, Galveston, Gillespie, Goliad, Gonzales, Grayson, Gregg, Grimes, Guadalupe, Hardin, Harris, Hays, Henderson, Hidalgo, Hill, Hood, Hopkins, Houston, Hunt, Jack, Jackson, Jasper, Jefferson, Jim Hog, Jim Wells, Johnson, Karnes, Kaufman, Kendall, Kenedy, Kerr, Kimble, Kinney, Kleberg, Lamar, Lampasas, La Salle, Lavaca, Lee, Leon, Liberty, Limestone, Live Oak, McLennan, McMullen, Madison, Mason, Matagorda, Maverick, Medina, Menard, Milam, Montague, Montgomery, Morris, Nacogdoches, Navarro, Nueces, Orange, Palo Pinto, Parker, Polk, Rains, Real, Red River, Refugio, Robertson, Rockwall, Rusk, San Augustine, San Jacinto, San Patricio, Smith, Somervell, Starr, Tarrant, Titus, Travis, Trinity, Tyler, Upshur, Uvalde, Val Verde, Van Zandt, Victoria, Walker, Waller, Washington, Webb, Wharton, Willacy, Williamson, Wilson, Wise, Wood, Zapata, Zavala

#### **CE. Oklahoma, West Texas, Kansas, and New Mexico**

Counties: Oklahoma: All counties West Texas: Andrews, Archer, Armstrong, Bailey, Baylor, Borden, Brewster, Briscoe, Brown, Callahan, Carson, Castro, Childress, Cochran, Coke, Coleman, Collingsworth, Comanche, Concho, Cottle, Crane, Crockett, Crosby, Culberson, Dallam, Dawson, Deaf Smith, Dickens, Donley, Eastland, Ector, El Paso, Erath, Fisher, Floyd, Foard, Gaines, Garza, Glasscock, Gray, Hale, Hall, Hamilton, Hansford, Hardeman, Hartley, Haskell, Hemphill, Hockley, Howard, Hudspeth, Hutchinson, Irion, Jeff Davis, Jones, Kent, King, Knox, Lamb, Lipscomb, Llano, Loving, Lubbock, Lynn, Martin, McCulloch, Midland, Mills, Mitchell, Moore, Motley, Nolan, Ochiltree, Oldham, Parmer, Pecos, Potter, Presidio, Randall, Reagan, Reeves, Roberts, Runnels, San Saba, Schleicher, Scurry, Shackelford, Sherman, Stephens, Sterling, Stonewall, Sutton, Swisher, Taylor, Terrell, Terry, Throckmorton, Tom Green, Upton, Ward, Wheeler, Wichita, Wilbarger, Winkler, Yoakum, Young Kansas: All counties New Mexico: All counties

#### **CF. Western Arizona and Imperial Valley, California**

Arizona: All counties except Apache, Cochise, Graham, Greenlee, and Navajo California: Imperial, Riverside, San Bernardino, San Diego

#### **CH. San Joaquin/Sacramento Valley, California**

Counties: All California counties except Imperial, Riverside, San Bernardino, San Diego

#### **CJ. Eastern Arizona**

Arizona: Apache, Cochise, Graham, Greenlee, and Navajo

## **COTTON PROGRAM ELEMENTS:**

### **QUALIFYING CUSTOMERS**

- Cotton Growers who use Qualifying Products purchased from an authorized agent or sub-agent.
- Payments will be released only to Growers who have a valid signed Grower Technology Agreement and/or a Monsanto Technology Stewardship Agreement (required for Monsanto traited seed).

### **GROWING PRACTICES**

- Growers must use sound farm management practices, making every attempt to establish a stand and produce a crop.
- Planting multiple varieties on their farm will increase profit potential and reduce risk.

### **GENERAL PROGRAM REQUIREMENTS**

- The program applies only to acres planted with FiberMax® and/or Stoneville® cotton seed.
- Best Management Practices established by University Extension Services for local growing region must have been followed:
  - Seeding Rate
  - Planting Date
  - Weed Control
  - Other Acceptable Farming Practices

### **PROGRAM PROCEDURES**

1. Grower must notify the agent/sub-agent from whom the seed was purchased, of the Grower Risk Protection Claim.
2. Grower must furnish correct mailing addresses with verifying documentation as required on the Claims Reimbursement Form.
3. Validation of seed purchases will be conducted prior to processing claim.
4. For replant, the agent/sub-agent will contact the local BASF Representative prior to replant.
5. For crop loss, the agent/sub-agent will contact the local BASF Representative within ten (10) days of the crop loss.
6. All claim forms must be signed by the Grower, agent / sub-agent and the BASF Representative.
7. BASF Representative will verify the need for Grower shared risk protection reimbursement.
8. BASF representative must inspect the field prior to tillage or replanting.
9. Claim reimbursement will be mailed to the BASF Representative, delivered to the agent / sub-agent and made payable to the Grower.
10. Claims will be audited.
11. BASF shall be the final arbiter as to the cause of loss.
12. Grower agrees to allow inspection of field by BASF representative.
13. Growers who plant FiberMax® and/or Stoneville® cotton seed with Monsanto technology, e.g. , Genuity®, Bollgard II® XtendFlex®, Bollgard 3® XtendFlex® and/or Roundup Ready® Flex traits, must have a valid Monsanto Technology Stewardship agreement.



### **Program Rules and Conditions:**

1. Only purchases from BASF Authorized Retailers who are also BASF Authorized Cottonseed SubAgents will be eligible for BASF incentive payments. Contact your local BASF Business Representative for a list of Authorized Retailers. Your Business Representative can be found at <http://www.agproducts.basf.us/app/repfinder>
2. Authorized Retailers must report Grower Point of Sales (POS) data for all claimed BASF products for the program season. This program requires information on all BASF 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. Valid BASF Product Purchased
    - iv. Volume Purchased
    - v. Date of Purchase
    - vi. Invoice Number as attached to sales transaction
  - b. All POS information must be reported by July 30, 2021 and any transactions occurring between July 30 and October 1 must be reported by October 5th of the current program season through the established data collection systems of Agrimine, Data Dimension, or EDI.
  - c. Monthly reporting is preferred. If Electronic Reporting is the established method utilized, sales must be submitted in accordance with the established timelines (8<sup>th</sup> of the month for the previous month's sales, with the exception of October 5th).
  - d. If Individual Grower does not consent to the BASF Privacy Policy or withdraws consent to the BASF Privacy Policy, effective on the date the BASF Privacy Policy is rejected or withdrawn, Individual Grower will not be eligible to participate in this program.
3. Authorized Retailers should not accept returns for product sold after September 30 of the current crop season; in the event that 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 Authorized Retailer by BASF.
4. Payment incentives will be paid to the Grower(s) or entity(s) identified as the purchaser on the Grower POS submission.
5. All grower sales must be submitted electronically. No hand-written Proof of Purchase documents will be accepted.
6. Grower may only receive incentive for product used on acres that are in the United States and/or U.S. territories, as well as owned and/or controlled by the Grower in the current growing season.
7. Individual Growers may not aggregate purchases in order to qualify for a payment under this offer.
8. Only an Authorized Retailer's product purchases from an Authorized Distributor that is a BASF Authorized Cottonseed Agent or through the approved BASF transfer system are eligible under this incentive. Authorized Retailers must have Qualified POS to substantiate Valid Grower sales. Grower payments made on POS volume that exceeds the retailer's Qualified POS volume, are subject to recovery by BASF from the retail location. The recovery amount will be based on the grower incentive as defined above or a prorated amount as defined by BASF and will be recovered from any monies owed to the retailer by BASF. Any payment that cannot be recovered under the current season's incentive payments will be carried forward until recovery is complete.
9. BASF reserves the right to apply and/or offset any monies prepaid by or owed to Authorized Retailer against any monies owed to BASF by the 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 Authorized Retailer. Control exists where an entity owns or controls 50% or more of the voting stock of, or interest in, another entity.
10. At the sole discretion of BASF:
  - 1) a credit memo may be substituted for a cash payment earned; or
  - 2) a payment may be withheld or used as an offset if the customer's overall BASF account status is not in good standing (meaning any account is past due). All federal, state, or local taxes on payments received under this program are the sole responsibility of the payment recipient and not of BASF, its parent company, or its agents.
11. 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.
12. The Authorized Retailer's and Grower's pertinent records (including personally identifiable information), which are sufficiently detailed (as determined by BASF in its discretion) to administer and/or 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.
13. By cashing a check from this offer the Grower agrees as follows:
  - a. To allow BASF or its agent for a period of one (1) year following the payment being made, 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 BASF participating brands . 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).
14. Any 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 current season. Fraudulent activities include, but are not limited to, electronic transactions reported where no product was shipped to the 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, and invoicing product without intending to transfer or to actually transferring ownership.
15. Only an Authorized Retailer’s product purchases from an Authorized Distributor or transfers into Authorized Retail locations via the BASF Transfer Too are eligible under this incentive.
16. 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 Authorized Retailer knows, or has reason to know, intends to resell product, will not qualify for payments under this Program.
17. 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.
18. BASF reserves the right to cancel or modify this program at any time without any notice

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