

2017 Aerial Applicator Support Program

Effective: October 1, 2016

OBJECTIVE:

To provide an incentive to Aerial Applicators or pilots to upgrade equipment or attend a BASF or state or regional agricultural aviation association sponsored Operation S.A.F.E. Fly-In and to support Aerial Applicators.

OFFER SUMMARY:

PROGRAM	PARTICIPATING BASF BRANDS	ACTIVITY	INCENTIVE
Equipment and National Agricultural Aviation Association Membership	N/A	Qualified Aerial Applicators (AA) or pilots can earn an incentive toward equipment or membership dues.	AAs can earn an incentive of \$225, provided AA meets stipulations below. Pilots can earn an incentive of \$170, provided pilot meets stipulations below. Payment for services will be made on or about December 15, 2017.

PROGRAM PERIOD	EFFECTIVE AREA
2017 Season (October 1, 2016 through September 30, 2017)	United States Marketing Area

DETAILS OF THE OFFER:

1. AAs and Pilots must meet the following criteria based upon each qualifying tier in order to qualify for subsequent tiers:

Service	Payment
Equipment and National Agricultural Aviation Association Membership: AA can earn a \$225 incentive to be used to help reimburse either (i) 2017 NAAA operator membership dues, or (ii) up to \$225 of the cost of purchasing new nozzles and/or tips for an eligible aircraft that participates in a BASF or state or regional agricultural aviation association sponsored Operation S.A.F.E. Fly-In. Pilots can earn a \$170 incentive to be used to help reimburse NAAA pilot membership dues in lieu of reimbursement for new nozzles and/or tips.	AA can earn an incentive of \$225, provided AA meets stipulations below under Tier One: Equipment and National Agricultural Aviation Association Membership. Pilots can earn an incentive of \$170, provided pilot meets stipulations below under Tier One: Equipment and National Agricultural Aviation Association Membership.

Equipment and National Agricultural Aviation Association Membership

1. AA may choose to purchase new nozzles or tips within the program period (October 1, 2016 through September 30, 2017).
2. AA must be 2017 NAAA members, or enroll in NAAA prior to claiming any payment under this Program. Only 2017 NAAA operator members are eligible to have their names posted to the NAAA website as certification of completion of a BASF, state or regional agricultural aviation association sponsored Operation S.A.F.E. Fly-In.

3. AA must participate in a BASF, state or regional agricultural aviation association sponsored Operation S.A.F.E. Fly-In between October 1, 2016 and September 30, 2017 to be eligible. The NAAA will provide verification of membership and participation in a BASF or state or regional agricultural aviation association sponsored Operation S.A.F.E. Fly-In. An Operation S.A.F.E. Fly-In participant may also submit a copy of their Operation S.A.F.E. analyst report as proof of participation along with a receipt for payment of NAAA membership dues. In order for the NAAA to provide verification of an aircraft(s)' eligibility for payment, the Association must be provided proof by BASF or the state or regional agricultural aviation association that sponsored the Operation S.A.F.E. Fly-In.
4. In order to qualify for incentive, indicate which reimbursement you are seeking, and send proof of your expenditure for either a 2017 NAAA membership or nozzle and/or equipment purchased within the program period along with name, address, phone number, and email address to:

2017 Aerial Applicator Support Program - Equipment/NAAA Program

Attn: Kara Koonce

PO Box 222037

Charlotte, NC 28222-2037

The NAAA will provide verification of NAAA membership and Operation S.A.F.E. Fly-In participation once it is provided proof by BASF, state or regional agricultural aviation association that sponsored the Operation S.A.F.E. Fly-In.

5. Failure to submit any of the required documentation will result in no payment. Incomplete submissions shall not be returned or processed for payment.
6. Payment will be made on or about December 15, 2017.
7. Reimbursements for NAAA membership, tips and/or nozzles shall be limited to \$225 or the actual expenditure, whichever is less.
8. Maximum reimbursement is not to exceed \$225 per operator.
9. A maximum of 2 pilots per "N" number/single aircraft will be allowed to collect an incentive. Each pilot must submit his or her own submission form.
10. Submission form should be received by BASF no later than October 15, 2017.

Terms of Agreement:

1. Only purchases from BASF Authorized Distributors and/or BASF Authorized Retailers, in authorized geographies and for approved products, will be eligible for payments under this Program.
2. Only sales to authorized end-users will be eligible for payments made under this Program. Authorized end-users will mean: the entity that purchases the crop protection products and owns or controls the land on which they are being applied, with documented use location within the US.
3. Sales to other Retailers and/or to Distributors, or through on-line product exchanges or auctions, or to end-users that the Aerial Applicator knows, or has reason to know, intends to resell product, will not qualify for payments under this Program.
4. For the purpose of this and other BASF programs during the 2017 season, payment calculations will be based on BASF's 2017 Program Redemption Price.
5. Payment Incentives will be paid to the BASF Authorized Aerial Applicator or pilot, as the case may be.
6. Right to Audit:
 - a. BASF reserves the right to audit all program claims, and supporting data and records, and reserves the right of final decision on payments due.
 - b. The BASF Authorized Aerial Applicator'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 Aerial Applicator 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 forfeiture of any payment that might otherwise be earned but for the discrepancy. Any BASF Authorized Aerial Applicator 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 earnings will result in forfeiture of any and all BASF Aerial Applicator program payments related to or based upon such information or transactions.
7. If BASF reasonably believes an overpayment may occur as a result of this Program alone, or in connection with any other program, then BASF has the option of reducing payment under this Program, as well as any subsequent payments under other programs.
8. BASF reserves the right to apply and/or offset any monies prepaid by or owed to an 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 Aerial Applicator. Control exists where an entity owns or controls 50% or more of the voting stock of, or interest in, another entity.
9. 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 BASF Authorized Retailer. BASF Authorized Retailer may not assign any payment that may become due hereunder to any third party without BASF's prior written consent, which may be withheld at BASF's sole discretion.
10. BASF reserves the right to cancel or modify this program at any time without any notice.
11. Only incentive amounts which exceed \$100 will be fulfilled.
12. This Agreement shall be and remain in full force and effect through September 30, 2017; provided, however that termination or expiration of the term hereof shall not relieve BASF Authorized Aerial Applicator of the obligations imposed upon BASF Authorized Aerial Applicator by this agreement.
13. BASF Authorized Aerial Applicator agrees to defend, indemnify and save BASF harmless from and against any and all claims, injuries, disabilities, losses, fines, penalties, costs, expenses (including attorneys' fees), damages or liabilities based upon damage to, or destruction of, any property or injury (including death) that BASF Authorized Aerial Applicator, any of its employees, or any other person may suffer or sustain as a result of any negligent act or omission of BASF Authorized Aerial Applicator. For any such damage or injury BASF Authorized Aerial Applicator agrees to release and waive, and hereby releases and waives, all rights of subrogation against BASF possessed by the BASF Authorized Aerial Applicator's insurers.
14. This Agreement is exclusive to each enrolled Aerial Applicator. BASF Authorized Aerial Applicator may not transfer, delegate or assign this Agreement or any of its rights or obligations, whether by operation of law or otherwise, without the prior written consent of BASF. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and their permitted successors and assigns.

2017 Aerial Application Equipment and National Agricultural Aviation Association Membership Program Submission Form

Submission must be received no later than October 15, 2017.

I have participated in an Operation S.A.F.E. Fly-In in the 2017 program season. The Fly-In was located at _____ (please write in location of Fly-In) and held on _____ (please write in date of Fly-In). The analyst conducting the pattern testing at the Fly-In was _____ (please write in name of analyst).

I am requesting reimbursement for one of the following:

_____ \$170.00 reimbursement for National Agricultural Aviation Association pilot membership dues.

_____ \$225.00 reimbursement for National Agricultural Aviation Association operator membership dues.

_____ Up to \$225.00 towards the cost of purchasing new nozzles and/or tips for each aircraft that participates in an Operation S.A.F.E. Fly-In. My invoices, which include data of purchase, for proof-of-purchase are enclosed.

Maximum reimbursement will not exceed \$225

Printed Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Aircraft N Number: _____

Signature: _____

Please send submission form and invoices to:

2017 Aerial Application Equipment/NAAA Program
PO Box 222037
Charlotte, NC 28222-2037