

## DEKALB CLEARFIELD QUALITY CHECK Program Terms and Conditions

These Terms and Conditions (“Terms”) are defining the DEKALB Clearfield Quality Check Program (“Program”) which Monsanto UK Limited, reg. no. 04042051 with registered office at Cambourne Business Park, building 2030-1st Floor, Cambourne, Cambridge CB23 6DW (“Monsanto”) is providing to all growers that have bought a minimum of 6 x 1.5M bags of DEKALB Clearfield hybrid in the UK delivered during the period of 1<sup>st</sup> June 2017 – 30<sup>th</sup> September 2017 (“Grower”). This Program will be active until 31<sup>st</sup> December 2017 after which it will no longer be applicable.

This Program is open only to the growers that are registered as professionals and have a registered business in the UK. The person registering on behalf of the Grower must be at least 18 years of age on the date of registration. The purpose of this program is to provide support to growers of DEKALB Clearfield Varieties

To be able to participate in this Program:

The Grower will:

- i. Register with Monsanto UK Ltd, either online or via an approved DEKALB registration form supplying:
  - a. Their contact name and business or trading name
  - b. Their business or trading address
  - c. A valid email address
  - d. Proof or purchase of a minimum of 6 x 1.5M bags of DEKALB Clearfield hybrid which may be a copy of a delivery note, invoice and seed certification label(s) and must include confirmation of the seed lot reference number on the blue certification labels. Such proof of purchase should be provided without 1) any reference to price of purchased hybrid(s) and/or 2) any reference to other hybrids than the DEKALB Clearfield hybrid.
  - e. Confirmation of the number of hectares planted
- ii. After successful registration, take representative sample(s) of the harvested crop of DEKALB Clearfield hybrid ensuring that the sample(s) is not mixed with any non-DEKALB Clearfield hybrid or any non Clearfield Oilseed rape
- iii. Supply to Monsanto samples (up to a maximum number calculated at registration which will not exceed a sampling frequency of 1 per 6 packs of Dekalb Clearfield hybrid purchased) at the point of harvest in the approved pre-labeled sample bags using the freepost address provided at registration. Only samples in the original pre-labeled sample bags and sent using the freepost address will be analysed.

In return Monsanto will:

- i. Within 14 days upon Grower’s successful registration provide to a Grower a Monsanto’s Certificate of analysis confirming supplied seed samples were tested to be free of Erucic acid. In case analysis period need to be prolonged due to any reason, Monsanto will inform Grower of such delay and provide a new time estimation for supplying this analysis.
- ii. In advance of harvest supply to growers pre-labelled sample bag(s) and freepost address label(s) to use for collecting the crop sample.

- iii. On receiving samples from the Grower Monsanto will test it at our appointed laboratory using FAST Gas Chromatography to determine the presence and level of Erucic acid in the sample. Monsanto will then provide the results of the test to the Grower on a confidential basis within 7 working days.

Results provided by Monsanto are based on sample(s) received from the Grower and results ability to reflect the harvested crop will depend on quality and representativeness of sample(s). Whilst every effort has been made to ensure the accuracy of the results and content presented, Monsanto disclaims all responsibility and assumes no liability for provided result and content. Results provided present only an indication of crop quality and in any case of any trading or other dispute or need for additional crop quality verification the Grower will be required to seek the services of an accredited third party laboratory at the Grower's own expense compliant with the FOSFA standard for Fatty Acid testing of Oilseeds.

For the avoidance of doubt, this Program is limited only to providing results intended for indicative purposes from the provided sample(s) and nothing in this Program is constituting any kind of insurance to the Grower or any third party, nor any kind of guarantee. THE ORGANISER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED REGARDING RESULTS PROVIDED AND WILL NOT ACCEPT ANY KIND OF RESPONSIBILITY OR LIABILITY UNDER THIS PROGRAM.