BRETTYOUNG 2026 FORAGE ESTABLISHMENT GUARANTEE

You take care seeding a new forage stand but the weather does not always cooperate. That's why BrettYoung offers our Forage Establishment Guarrentee to protect your forage seed investment in the event of an establishment failure.

Program Eligibility

To be eligible for the program, the following criteria must be met:

- Order seed and enroll in the program by **April 1, 2026** and seed without a companion crop to qualify for **100%** coverage on replacement seed.
  - If a companion crop is used in the **April 1, 2026** enrolment period, replacement seed coverage is **50%**.
- Enrol in the program by **April 30, 2026**, and seed without a companion crop to qualify for **50%** coverage on replacement seed.
  - If a companion crop is used in the **April 30, 2026** enrolment period, replacement seed coverage is **25%**.
- Stand must be planted by **June 30, 2026**.
- Forage products/varieties must qualify for the program. Qualifying products are identified by a check mark in the Forage SRP Price List.
- Must fulfill Agronomic Requirements as outlined in the BrettYoung 2026 Forage Guide.

Program Limitations

- Replacement seed under the Forage Establishment Guarantee is provided only once for the area of the stand that failed to establish and must be seeded in that area.
- Replacement seed will be the same variety or mixture as originally purchased, subject to availability.
- Replacement seed must be planted in the original year of seeding or in the spring of the following year.
- Saline products not eligible for Forage Establishment Guarantee
- Seeding rates for cereal companion cropsmust not exceed 30 lb/acre.
- Notify your BrettYoung RAM of stand establishment concern **within 60 days of seeding** or by **July 30, 2026**.

COMPANION CROP SPECIFICATIONS

The companion crop must be seeded at one-third to one-half of the normal seeding rate. Cereal cover crops including wheat, barley, oats, rye, and triticale should not exceed 30 lb/acre. Annual ryegrass can be used as a cover crop without reduction in coverage if seeded rate does not exceed 2 lbs per acre. Seed forages in a separate pass at an angle to your cover crop to reduce competition and to aid in depth control. Remove the companion crop as early as possible rather than harvesting the grain. This will reduce the amount of competition for sunlight, moisture, and nutrients.

Grower Program Enrollment

Retailer Name: Retailer Contact:

Grower Name: Business/Farm Name:

Grower Email: Mobile Phone:

Address/PO Box:

Town: Prov: Postal Code:

Product/Variety: BY Order #/PO #: Number of Bags:

Product/Variety: BY Order #/PO #: Number of Bags:

Product/Variety: BY Order #/PO #: Number of Bags:

By signing this document you are agreeing to the Forage Establishment Guarantee Agronomic Requirements in the BrettYoung Forage Guide. Further, you are consenting to the Terms and Conditions outlined on the reverse of this page and agreeing to receive marketing materials from BrettYoung.

GROWER SIGNATURE **DATE**

Fax: 1-877-733-3669
Email: janice.fleger@brettyoung.ca

CANADA BEST MANAGED COMPANIES Platinum member

BrettYoung™ DISTINCT BY DESIGN

BrettYoung Terms and Conditions

Application of Terms and Conditions

These BrettYoung ("we", "us", or "our") Terms and Conditions are the terms and conditions that apply to your consent granted to us for the collection of personal and transactional data related to the purchase and use of our products. These terms are in addition to and supplement our Terms of Use and Privacy Policy generally applicable to all online websites and platforms (including mobile applications). It is important that you completely read and understand these Terms and Conditions before giving your consent to BrettYoung to collect your personal and transactional data.

Incorporation of Privacy Policy

Our intention is to harmonize our general Privacy Policy with these Terms and Conditions. To the extent that such information is applicable, the terms of our Privacy Policy are incorporated to these Terms and Conditions. Where conflicting, the terms of these Terms and Conditions prevail, unless otherwise previously communicated by us to you.

Personal Information for Collection and Use

You agree to the permit retailers and distributors to share your information with us, and for us to collect your personal information from retailers and distributors from whom you have purchased our products for the purposes of (a) marketing, including personalized offers and promotions, better understanding customer needs, developing products and offerings, maintaining business operations; (b) processing, calculating, and administering discount and rebate payments earned under our loyalty programs; (c) ensuring compliance with trait stewardship requirements; (d) providing customer service; (e) such other purposes with your consent or as permitted or required by law. We will collect the following personal information:

- Demographic information, namely: farm/business name, first and last name, address, city/town/municipality, province, postal code, phone number, and meail address; and
- Invoice details, namely: transaction type, invoice number, invoice date, product description, unit of measure, quantity, and total/unit price. (the "Personal Information")

Engagement of Agent

For the purposes of administering the collection and storage of information, we have engaged the services of AgData, Ltd. ("AgData") as our agent, data validator, and processor. However, you acknowledge and agree that we may, at any time during the term of our relationship, and at our sole discretion, unilaterally engage a different agent, data validator, and processor than AgData (the "New Agent" and together with AgData, hereinafter referred to as the "Agent") without the requirement to obtain your consent.

In the event we elect to engage a New Agent, you hereby give your consent to permit AgData to transfer all Personal Information to the New Agent. Upon our engagement of the New Agent, including the transfer and conveyance of all Personal Information from AgData to the New Agent, we shall take all reasonable commercial efforts to ensure that AgData delete or destroy all Personal Information in its possession.

You hereby give your consent to permit our Agent to collect the Personal Information from applicable retailers and distributors, and thereafter provide this Personal Information to us for the purposes outlined above. In all ways, the permissions granted to us through these Terms and Conditions will apply and extend to our Agent.

Scope of Policy

This policy only applies to (i) the sending of commercial electronic messages; and (ii) to Personal Information that both is subject to the privacy laws of Canada or any of its provinces (as applicable) and that is submitted or collected by us or our Agent.

Commercial Electronic Messages

The Canadian Anti-Spam Legislation ("CASL") requires use to obtain your consent to send you electronic correspondence, including, but not limited to, promotions, rebates, marketing materials and other correspondence which is commercial in nature. By consenting to these Terms and Conditions you are providing us with your consent to receive electronic correspondence from us for the purposes identified in this paragraph.

BrettYoung™ is a trademark of Brett-Young Seeds Limited.
All other trademarks are property of their respective companies.

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