



Burpee Home Gardens is designed to provide growers with maximum opportunity for revenue and profit increases. We believe that the Burpee Home Gardens brand will deliver exceptional retail sales at a premium price to comparable items – so much so that we have designed our program to be based on sell-through, with a rebate provided for items that are grown, but for which the grower does not get paid.

One of the most critical elements of this Program is the value of the brand that we are using...BURPEE®. Burpee has been providing home gardeners with seeds for success for over 125 years. Today, Burpee is the most widely recognized and accepted brand in the garden center. Awareness of this brand is over 80%, which is unparalleled by other living product brands. To continue to reinforce (and extract) the value of this brand, it is critical that we maintain a consistent, supportive brand appearance.

Only through consistency in message and product will we continue to uphold and grow the value of this brand. Inconsistent applications – in product quality, selection or merchandising – will erode the equity and eventually erode your ability to maintain a premium price for your product.

You have been allowed to participate in this program because of your continued demonstration of delivering quality product to the customer. We are excited to have you as part of the Burpee Home Gardens Certified team and wish you continued success.

Ball Horticultural Company (“Ball”) retains the right to change or modify the Burpee Home Gardens Certified Grower Guidelines (“Guidelines”) at any time at its sole discretion. The Burpee Home Gardens brand and intellectual property related thereto is the property of W. Atlee Burpee Company and licensed to Ball. Therefore, any use of the Burpee Home Gardens brand and intellectual property other than as expressly outlined in these Guidelines is not allowed without express written consent from Ball.

COMPONENTS OF THE PROGRAM

Note: Any alteration or modification to any of the products, tags, containers or point of purchase materials bearing the Burpee Home Gardens trademark, is strictly prohibited.

Products: All products for the Burpee Home Gardens program must be purchased from Ball. In addition, only those products that are specified as part of the Burpee Home Gardens program are to be merchandised and sold with Burpee Home Gardens packs/pots, tags and merchandising.

Varieties that are produced and sold must match the tags that accompany the product to the shelf. As such, tags and products should be ordered together. This program is offered as seed and through the Ball plug network.



We have chosen the best consumer-performing varieties to include in this program. In addition to a large selection of ‘tried and true’ basic items, there are also exclusive items that are only available as part of this program. For a complete and up-to-date list of the products that are both included and/or exclusive to the Burpee Home Gardens program, please visit www.ballhort.com/burpeehomegardens.

Products sold as part of the Burpee Home Gardens program **MUST** be merchandised with the appropriate Burpee Home Gardens pack/pot, tag and merchandising. Products that are exclusive to the Burpee Home Gardens program may only ever be sold at retail with the appropriate pack/pot, tag and merchandising, and may only be ordered and grown by Burpee Home Gardens Certified Growers. These products are designated as

such in our sales and price literature. These products have been bred and designed to deliver the ultimate consumer experience and should quickly become the cornerstones to your Burpee Home Gardens offering.

Product Quality: In addition to ensuring that we have the best consumer-performing products specified, it is the responsibility of our grower partners to deliver to the retail shelf a product that meets (or exceeds) the program's quality expectations and the demands of the consumer for a Burpee Home Gardens branded product.

The goal of the program is to maintain the quality of the Burpee Home Gardens brand when presented to the customer. By participating in the Burpee Home Gardens program, you are indicating that you are committed to delivering product that meets the program's quality expectations. By way of direction and not limitation, product that is delivered to the retail environment should be consistent in size with the pot – under or overgrown product is not acceptable. The product should also be (1) free of disease and (2) of healthy nutrition. Pots should be filled with soil to no less than 0.5 in. (1 cm) from the top of the pot. Herbs and lettuces that are broadcast sown must have a healthy fill within the pot. Our online Product Information Guide provides culture guidelines to assist you in meeting the program's quality expectations. Please visit www.ballhort.com/burpeehomegardens.

Products that do not meet the standards outlined above shall be removed. In those instances when the grower has assumed the responsibility of maintaining the product on the retail shelf, these standards would apply to the retail 'life' of the product. The grower/retailer has the responsibility to remove from the store shelf and/or floor any products that are of poor quality (i.e., do not meet the program's quality expectations described above). The grower is to remove from its inventory (and not to ship to retailers) any products that are of poor quality. Product removed from the program due to poor quality will not be eligible for the royalty rebate. If a grower or retailer is found to have not satisfied these program requirements to Ball's satisfaction, and has failed to work diligently to correct such product quality issues and/or to ensure that such issues do not reoccur, then the eligibility of such grower or grower/retailer to participate in the rebate program may be terminated and future eligibility to participate in the program may be lost. This decision is at Ball's sole discretion.

Tags: Each saleable unit within the Burpee Home Gardens program must be accompanied by one Burpee Home Gardens tag. Upon arrival of the product to the store, each saleable unit shall have a Burpee Home Gardens tag prominently visible at the front of the package/pot. It is the responsibility of the store service provider to ensure that Burpee Home Gardens product is frequently 'refaced' so that tags continue to be prominently positioned and visible to the consumer.

Tags are ordered through Ball and will be drop-shipped directly from the tag manufacturer on your specified timeline.



A variety of tags have been developed to correspond with the appropriate size container and position of the product. An up-to-date list of available tags within the program can be found at www.ballhort.com/burpeehomegardens. Tags are available in three sizes. The large tag is for product merchandised in quart to gallon size pots. The smaller tag is for 306 or 804 packs or pots up to 4.5 in. (11 cm). Burpee Home Gardens To Go tags will be used in patio-ready pots larger than a gallon. Only selected varieties may be grown and sold in patio-ready pots. There are also tags available to support organic production. These tags display the USDA organic seal and are fulfilled on a customer order basis.

Burpee Home Gardens tags are available to order only from Ball. The creation, production and/or purchase of any other tags making use of the Burpee Home Gardens, Burpee or other similar trademark are prohibited. Only those tags purchased through Ball can be used in conjunction with the Burpee Home Gardens program. No co-branding return of unused tags will be facilitated through Ball.

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Packs/pots/trays: The Burpee Home Gardens program must be merchandised in Burpee Home Gardens-approved packs or pots. The grower can use a black 306 or 804 pack with white tray, a Ball-approved

sustainable pot or a Burpee Home Gardens branded plastic pot for vegetables and herbs. Sustainable pots must meet Ball's criteria for plant growth, shelf presence and continued stability throughout the retail cycle. Please visit the website for a list of acceptable sustainable pot solutions.

Packs and pots may be purchased directly from several leading pot suppliers in the industry. These suppliers have approved art to print pots in a variety of sizes to meet your needs. A list of approved suppliers for both plastic and sustainable pots is on our website. Contact these suppliers directly for pricing and availability.

Patio-Ready Pots: Burpee Home Gardens products can also be merchandised in patio pots larger than a gallon in size. This option is referred to as Burpee Home Gardens To Go. The specific container used will be the choice of the grower. Only selected varieties may be grown and sold in patio pots. Please refer to the variety list at www.ballhort.com/burpeehomegardens.

Handles: The use of Burpee Home Gardens-branded handles is required with the black 306 pack. The handles will be available for purchase from Ball.

Trays used for merchandising the black 306 and 804 packs shall be white. Trays used for merchandising plastic pots shall be either black or white in color. No other color trays are to be used for this program. Sustainable pots may be merchandised in black or white plastic, or in sustainable trays. A list of sustainable tray options is available on the website. Failure to comply with the pack/pot/tray components of this program may remove eligibility to participate in the rebate program or the Burpee Home Gardens Program in the future.

Point of Purchase (POP) Displays: POP pieces are a critical component of the program – as they help to provide guidance and confidence to the consumer while they are in the midst of their purchase decision. Merchandising pieces are free to the growers at Ball's discretion. The growers must pay freight for shipping. POP elements are provided based on two criteria: (1) the volume and purchase commitment of the program and (2) the environment/racks on which the product will be merchandised. However, once an appropriate merchandising package has been chosen, it must be used, and it is the responsibility of the grower/retailer to maintain the merchandising for the duration of the program on the shelf/carts.

All programs that include more than 2,000 units for the season must have Burpee Home Gardens POP. For product merchandised on grower carts, each cart must include a vertical cart banner on at least one end and must also contain a cart sign that indicates pricing. For product merchandised on traditional benches, each bench must have bench tape and a bench card. Store banners are also available for stores that will support volume of over 2,000 units. The amount of banners, signs and bench tape that is provided to each grower/retailer is based on total volume. A listing of recommended POP based on unit volume per retail location is available on our website.

All merchandising to support this program is to be ordered from Ball. The creation, production and/or use of the Burpee Home Gardens logo in any other format is strictly prohibited. This includes, but is not limited to, the use of the Burpee Home Gardens logo on pots, tags, merchandising elements, POP, marketing materials, websites, advertising and PR materials. This mark is the property of W. Atlee Burpee Company and licensed by Ball. If you wish to use the Burpee Home Gardens logo other than as expressly outlined in these Guidelines, you must obtain prior use permission from Ball.

Non-Burpee Home Gardens product **cannot** be placed on racks and/or benches that carry the Burpee Home Gardens merchandising. Placing such product on or near Burpee Home Gardens signage can be misleading to the consumer. Failure to adhere to this may result in the loss of rebate and/or loss of eligibility to participate in the program in future years.

Once the program has been sold out for the season, all merchandising components are to be removed from the point of purchase. Damaged merchandising materials should be disposed of and not reused. Merchandising components in good condition at the end of the season may be reused the next season unless otherwise specified. You will be notified by Ball if there is a change in design for any POP elements that would preclude them from being used in subsequent seasons. (Note that the use of more permanent fixturing is intended for multi-year use. This will be determined by the grower/retailer and Ball in advance of using the fixtures.)

Pricing: The Burpee Home Gardens program is designed for maximum profit for all steps of the supply chain. This includes the end use consumer, who is willing to pay a premium for their Burpee Home Gardens' products because of the confidence, knowledge and success that accompanies the purchase of such plant product.

We recommend you capture a premium price that is in line with the brand. For vegetables and herbs, we recommend you price at or above other branded programs, but not below and that product is priced at a premium to non-branded, or black-pot programs.

In order to maintain the value and equity of the brand, as well as maintain your own margin, the product **should not** be everyday-priced below the 'market average merchandised price'. This price is based not only on the product being sold, but also the size/form, the region and the time of the season. Periodic store pricing analysis will be collected by Ball and Burpee, and those growers and/or retailers that fall outside of these pricing guidelines may not be eligible for the rebate program and may not be eligible to participate in the Program in future years.

Distribution – The Burpee Home Gardens program is offered for production and support of the home gardener market. Resale of seed, plug or other form for or to commercial fruit and/or vegetable producers is not allowed. This program is intended for sale in a traditional retail environment. Re-selling or other distribution of the program is prohibited. W. Atlee Burpee Company currently provides online and direct mail fulfillment of plants shipped to consumer's homes. Due to the conflict with this existing program, you are prohibited from offering Burpee Home Gardens plants for sale on the internet that will be delivered to a consumer's home. Product ordered on the website for "In store pickup" is permitted.

All store locations merchandising the Burpee Home Gardens program must be registered at www.ballhort.com. This allows store locations to appear on our consumer-facing website at www.burpeehomegardens.com. In addition, stores that no longer carry the program should notify the webmaster that their location should be removed from the website. Burpee Home Gardens Certified Growers must also register their businesses at www.ballhort.com/burpeehomegardens so that retailer customers can easily find sources for Burpee Home Gardens finished product. Growers and retailers can add their locations to the site by visiting www.ballhort.com/burpeehomegardens.

ROYALTY REBATE PROGRAM

This program is offered to Burpee Home Gardens Certified Growers on a 'guaranteed sale' basis. Provided that the Certified Grower has complied with all Guidelines and is eligible for rebate, Ball will refund the tag royalty associated with the program for any products that are planted and grown, but not invoiced to the retailer by the grower (or, in the case of a grower/retailer, not sold to a consumer) due to insufficient demand.

Your order for tags will include two elements, (1) the price of the tag and (2) the royalty associated with the program. These will appear in two separate columns on the invoice. You will be invoiced for the price and royalty according to your terms and conditions agreement with Ball

The rebate of the royalty will apply only to those products that were tagged, finish-grown and then dumped. In the case of point of sale (POS) retail arrangements, the royalty rebate applies to products NOT invoiced to the retailer; in the case of grower/retailers, the royalty rebate applies to products not sold to a consumer ("Unsold Tags"). Unused tags will not be rebated unless the variety or design becomes obsolete. Ball will notify you in the event this occurs. Unused tags can be applied to the next growing season.

Note that all tags claimed for rebate MUST BE RETURNED to Ball. Tags associated with dumped product cannot to be claimed for rebate and then reused.

The Rebate Year runs from September 1 of the prior year until August 31 of the current year. At the end of the Rebate Year, but no later than September 15, you will complete the REBATE REQUEST form (attached and also available on our website) and send this to Ball, along with the Unsold Tags for which you are requesting the rebate. Send these to Ball, attention **Burpee Home Gardens Program Administrator**, at the address provided on the form.

Your rebate for the royalty associated with the program (note that the actual cost of the tags will not be rebated) will be processed based on the number of 'returned tags' and will either (1) be applied to outstanding trade invoices payable to Ball or (2) in the event there are no outstanding trade invoices payable to Ball, the amount will be applied as an account credit towards future trade purchases from Ball. Note that all rebate requests related to tags purchased during the Rebate Year **MUST BE RECEIVED NO LATER THAN SEPTEMBER 20** and will be verified based on tags invoiced during the Rebate Year. If rebate requests are received early, Ball reserves the right to hold processing of rebates until after September 1. No rebates will be allowed for tags shipped more than one year prior.

In order to be eligible for a rebate, you must have adhered to the Guidelines of the program in their entirety. While your actual rebate is self-reported, your rebate amount will be evaluated versus other growers and significant outlying program performance will be investigated further.