Royal 3inc.

Bill to: 3 RIVERS LOGISTICS INC 60 DOUGHBOY RD, Gillett, AR, 72055 Invoice Date: 03/22/2024 Invoice #: 321473 Terms: NET 30 Due Date: 04/22/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
03/21/2024		5505 Locust Rd, Carthage, MO 64836, USA - 200 Joslyn Ave, Gould, AR 71643, USA			
			1	\$1,000.00	\$1,000.00

TOTAL	ļ
\$1,000.00	ľ

PLEASE NOTE

The right to payment under this invoice has been assigned to Compass payment Solutions LLC (CFS) and all payments hereunder are to be directed to the assignee at the address noted below. Remittances to other than CFS do not constitute payment of this invoice. CFS must be given notification of any claims, agreements or merchandise returns which would affect the payment of all or part of this Invoice on the due date. COMPASS FUNDING SOLUTIONS LLC P.O.BOX 205154 DALLAS, TX 75320-5154 Tel: 844-899-8092



## Dispatcher

Dispatcher: Phone:

Clay Eagle 870-946-8880 x228

# **Carrier Rate Confirmation Agreement** Load #321473

Emergency Phone: 870-659-4296

To accept load please sign and email this sheet back to: clay@3riverslogistics.com

# **Carrier Information**

Load Number: 321473 Carrier Number: 8037 MC Number: DOT Number: Carrier Name: Attention:

# 944686 2828543 Royal3 Inc

## Driver Name: **Truck Number: Trailer Number: Carrier Phone: Carrier Fax:**

630-485-7370 630-485-6980

# Load Information

Commodity:	Seed	Trailer Req:	53' Van	
Load Size:	Truckload	Weight:	43,000	
Miles:	372.00	-		

### Thursday, 03/21/2024 from 07:00 - 19:00 #1 Shipper Company: Andrews Farm and Seed Service Level: Flexible / FCFS Address: 5505 Locust Rd City/St/Zip: Carthage, MO 64836 Friday, 03/22/2024 at 09:00 #2 Consignee/Final Destination

Company: Address: City/St/Zip:	Midsouth Seed 200 Joslyn Ave Gould. AR 71643	Service Level:	Firm Appointment
City/St/Zip:	Gould, AR /1643		

# Additional Information

IMPORTANT: IMPORTANT: \*\*\* DRIVER MUST ACCEPT MACRO POINT TRACKING\*\*\* IF YOU CAN NOT YOU MUST PROVIDE A TRACKING LINK TO THE BROKER. FAILURE TO DO THIS WILL RESULT IN \$100 FINE The broker can be contacted by email @ clay@3riverslogistics.com. 2nd Best way to reach the broker is to text 870.659.4296. LATE FEES APPLY ON BOTH ENDS. LUMPERS ARE REIMBURSED WITH VALID RECEIPTS. ANY SHORTAGES, REJECTIONS, OR QUALITY ISSUES NEED TO BE REPORTED IMMEDIATELY TO RESOLVE. All trailers need to be clean and odor free, no condensation or leaks, if hauling hazardous or combustible items in a food-grade trailer prior to picking up, the trailer MUST be clean and a valid receipt furnished. If you neglect to do so and it is proven that you have a dirty trailer after loading the product and the product is rejected, it is a 100% claim to be paid by the carrier in FULL. If we are allowed on the dock during the loading process our driver is present and watching the loading and securing of the load. We agree that the count was right and no product was loaded that was damaged. If the driver is allowed on the dock, we agree to have him lock his own load. After the load was loaded and secured by the driver or with the driver witnessing, the shipper placed a seal on the truck. DETENTION CAN START AFTER THREE HOURS BUT THE BROKER MUST BE NOTIFIED IN WRITING ONE HOUR BEFORE DETENTION CAN START. IF THE DRIVER HAS NOT GOT A TRACKING NOTIFICATION YOU CAN REACH OUT TO THE BROKER TO VERIFY. ANY PROBLEMS OR ISSUES WITH THIS LOAD PLEASE CONTACT CLAY VIA EMAIL AT CLAY@3RIVERSLOGISTICS.COM OR TEXT AT 870.659.4296. \*\*\*\*\*DRY LOADS ARE TO BE 100% MOISTURE FREE, WITH NO REEFERS UNLESS APPROVED BY THE BROKER AND SHIPPER. IF ANY DRY LOADS ARE DAMAGED BY MOISTURE IT IS 100% ON THE CARRIER. The interior of all food-grade trailers shall be lined with materials compatible with the transportation of both raw and processed food products that allow for ease of cleaning and sanitation. Prior to loading for cleaning all trailers: Step 1 (mandatory) is

trailer inspection and broom cleaning. Step 2, if needed, is a cold water washout when there is dry material on the walls or floor that cannot be swept from the trailer by the driver. Step 3, if needed, is Hot water wash with soap when there is blood or other meat residue present, or the trailer has a noticeable or objectionable odor. Following an interior wash on refrigerated trailers, the reefer unit should be operated at 65 degrees to allow the interior to dry thoroughly prior to loading.

# PLEASE SIGN AND RETURN ALONG WITH THE DRIVER'S NAME & NUMBER. DRIVER MUST ACCEPT TRACKING BEFORE BEING DISPATCHED, OR THE CARRIER WILL BE FINED.

By signing, the carrier is confirming that both pickups & deliveries can be made by times listed following all State, Federal, and local laws, including a minimum of 4 hours for loading/unloading. Late deliveries may be subject to penalties. No calls and/or No shows WILL result in late fees. Must check-call daily & include temp if on a reefer load. INVOICE MUST BE SENT AT THE SAME TIME AS LOAD PAPERWORK, OR PAYMENT WILL NOT BE PROCESSED. UNLOADING RECEIPTS MUST BE TURNED IN AT THE TIME OF ORIGINAL INVOICING, OR UNLOADING WILL NOT BE REIMBURSED.

Carrier:	** FOR FREIGHT PAYMENT **
Royal3 Inc	Email Bills & Invoice along with any unloading receipts to payables@3riverslogistics.com
MC #:	
944686	
USDOT #:	
2828543	
Ву:	
Title:	
Driver Name:	
Driver Phone#:	

# ||DOCID: 535437-65fb0100042c9016946007

Load Rate Confirmation #321473

Signed By: Kelly Ivanovic kelly@royal3inc.com 03/20/2024 10:33:49 AM CT 169.150.218.5



# **BILL OF LADING LOAD 231731**

Source Warehouse(s)

Andrews Seeds (03/21/2024 12:00 PM )

Driver MIDSOUTHSE	ED		Truck Semi Van Trailer		Est. Load Weight 40,911 lbs
Ship To Gr Lat, Long	egg N Day				Estimated Arrival 03/20/2024 10:30 AM
Skid Order	Qty	Hybrid/Variety	Lot #	Owner	
20	45	4777XFMF	W2479452M	MidSouth Seed LLC	Beerton and a second
19	45	4777XFMF	W2479452M	MidSouth Seed LLC	IN parts to a line
18	45	4777XFMF	W2479454M	MidSouth Seed LLC	
17	45	4777XFMF	W2479454M	MidSouth Seed LLC	about marchan to C. S.
16	45	4777XFMF	W2479452M	MidSouth Seed LLC	1 Maria Salar Maria
15	45	4777XFMF	W2479452M	MidSouth Seed LLC	
14	45	4777XFMF	W2479452M	MidSouth Seed LLC	Wards Milling Sa
13	45	4777XFMF	W2479452M	MidSouth Seed LLC	
12	45	4777XFMF	W2479452M	MidSouth Seed LLC	
11	45	4777XFMF	W2479452M	MidSouth Seed LLC	And the state of the state
10	45	4777XFMF	W2479452M	MidSouth Seed LLC	
9	40	4887XFMF	W24794713M	MidSouth Seed LLC	
8	40	4887XFMF	W24794713M	MidSouth Seed LLC	
7	40	4887XFMF	W24794713M	MidSouth Seed LLC	
6	40	4887XFMF	W24794713M	MidSouth Seed LLC	

## USE OF SEED

Beck's Superior Hybrids, Inc. and the originator - developer strictly prohibit any grain produced from this seed from being saved for seed. Beck's Superior Hybrids, Inc. does not claim protection under the PVP Act unless: indicated on the tag and/or invoice.

W24794713M

W24794713M

W24794713M

W2479424M

W2479424M

Buyer represents that he is purchasing the seed solely for the purposes of producing a grain crop and that the seed, and any product from the seed, shall not be used or resold for any purposes.

Buyer agrees not to alter, or permit the alteration of the seed, or any product of the seed, through genetic techniques or othewise.

Buyer acknowledges that failure to adhere to the above provisions would substantially damage the supplier/developer who has a substantial investment in this seed product.

**ENFORCEMENT COSTS** 

In the event of default, Buyer agrees to pay all costs, expenses, and attorney's fees incurred by Beck's Superior Hybrids, Inc. in enforcing all terms and conditions of this Sales Agreement.

Signed:

5

4

3

2

1

20 Skids

FOR RETURN POLICY, PAYMENT TERMS AND CARRYING FEES SEE LAST PAGE.

Buyer or authorized agent for Buyer

4887XFMF

4887XFMF

4887XFMF

4885XFMF

4885XFMF

40

40

40

45

45

865 Units

By acceptance of the seed the buyer acknowledges that all terms of both sides of this Sales Agreement are conditions of the sale.

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MidSouth Seed LLC

# BECK'S BILL OF LADING LOAD 231731

# Source Warehouse(s)

Andrews Seeds (03/21/2024 12:00 PM )

Driver	Truck	Est. Load Weight
MIDSOUTHSEED	Semi Van Trailer	40,911 lbs.

## USE OF SEED

Beck's Superior Hybrids, Inc. and the originator - developer strictly prohibit any grain produced from this seed from being saved for seed. Beck's Superior Hybrids, Inc. does not claim protection under the PVP Act unless: indicated on the tag and/or invoice.

Buyer represents that he is purchasing the seed solely for the purposes of producing a grain crop and that the seed, and any product from the seed, shall not be used or resold for any purposes.

Buyer agrees not to alter, or permit the alteration of the seed, or any product of the seed, through genetic techniques or othewise. Buyer acknowledges that failure to adhere to the above provisions would substantially damage the supplier/developer who has a substantial investment in this seed product.

## ENFORCEMENT COSTS

In the event of default, Buyer agrees to pay all costs, expenses, and attorney's fees incurred by Beck's Superior Hybrids, Inc. in enforcing all terms and conditions of this Sales Agreement.

Signed:

FOR RETURN POLICY, PAYMENT TERMS AND CARRYING FEES SEE LAST PAGE.

Buyer or authorized agent for Buyer

By acceptance of the seed the buyer acknowledges that all terms of both sides of this Sales Agreement are conditions of the sale.

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2 of 3

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## 2023-2024 POLICY AND TERMS AGREEMENT

## **REPLANT POLICY:**

If there is a need to replant a field of Beck's corn, soybeans, wheat or elite alfalfa, as determined by Beck's staff, Beck's will furnish the seed and royalties FREEI Beck's will <u>attempt</u> to provide the same product for replant as customer originally planted. Substitutions of some products may be necessary. Replant must be planted in the same crop year as originally planted. Great Harvest Organics branded soybeans and wheat are not eligible.

**RETURN POLICY:** 

### HYBRID SEED CORN:

HYBRID SEED CORN: You may return up to 5% of your total seed corn order taken prior to june 25, 2024 and receive full credit. Any returns over 5% will be charged \$5.00 per unit restocking fee. Any returns over 10% will be charged \$10.00 per unit restocking fee. No returns will be accepted after june 25. 2024. No seed units that have holes, been opened, tom, or tags removed may be returned. Great Harvest Organics units are non-returnable due to certification and quality standards that have to be tracked and maintained.

## SOYBEAN SEED:

SUTBEAN SEED: You may return up to 5% of your total soybean order taken prior to july 1, 2024 and receive full credit if in bags, seed boxes or mini-bulk units. Any returns over 5% will be charged \$5.00 per unit restocking fee. Any returns over 10% will be charged \$10.00 per unit restocking fee. No returns of seed in bulk units can be accepted because of labeling laws. No returns will be accepted after july 1, 2024. No seed units that have holes, been opened, tom, or tags removed may be returned. Great Harvest Organics units are non-returnable due to certification and quality standards that have to be tracked and maintained.

### SEED WHEAT:

You may return up to 5% of your total wheat order taken prior to November 1, 2023 and receive full credit if in 50 lb. bags, seed boxes or mini-bulk units. Any returns over 5% will be charged \$5.00 per unit restocking fee. Any returns over 10% will be subject to a \$10.00 per unit restocking fee. No returns will be accepted after November 1, 2023. No returns of seed in bulk units can be accepted because of labeling laws. No seed units that have holes, been opened, torn, or tags removed may be returned. Great Harvest Organics units are non-returnable due to certification and quality standards that have to be tracked and maintained.

CASH DISCOUNTS: ALLOWED ON ALL CURRENT SEED PURCHASE PAYMENTS RECEIVED DURING THE FOLLOWING SPECIFIED TIME PERIODS.

The maximum cash discount available for First Mid Bank & Trust, Rabo AgriFinance, and John Deere Financial is 14%. The maximum cash discount available for Credit Cards is 8%.

**PAYMENT TERMS:** 
 Wheat. Corn. Soybeans. Forages. Oats:

 15%
 August 1, 2023 - September 15, 2023

 14.5%
 September 16, 2023 - November 15, 2023

 14.25%
 November 16, 2023 - December 15, 2023

 14%
 December 16, 2023 - January 15, 2024

 10%
 January 16, 2024 - February 15, 2024

 10%
 March 16, 2024 - February 15, 2024

 6%
 March 16, 2024 - April 15, 2024

 6%
 March 16, 2024 - June 15, 2024

 0%
 June 16, 2024 - June 15, 2024

### **REGULAR DUE DATE:**

All seed purchases (August 1, 2023 - July 31, 2024) are due August 1, 2024.

## EXCEPTION:

ALL FIRST YEAR SEED & COD CUSTOMERS MUST PAY FOR THEIR SEED PRIOR TO OR AT THE TIME OF PICK-UP OR DELIVERY UNLESS CREDIT ARRANGEMENTS HAVE BEEN PREAPPROVED. PREVIOUS YEAR SEED ACCOUNTS MUST BE PAID PRIOR TO SHIPMENTS OF CURRENT YEAR PRODUCTS TO ANY CUSTOMER.

# LATE PAYMENTS AND BAD CHECKS:

LALE PATMENTS AND DAD CRECKS: All seed accounts unpaid as of August 1, 2024 will be charged 1.25% PER MONTH CARRYING FEE based on the unpaid balance, which is equivalent to 15% ANNUAL PERCENTAGE RATE. A surcharge fee of eight dollars (\$8.00) shall be assessed in addition to the amount of bank fees of twelve dollars (\$12.00) for each unpaid and dishonored check; thus a total of twenty dollars (\$20.00). Notice shall be sent by certified mail and in accordance with Indiana Code 26-2-7-3. Continued failure to honor the check will expose the maker of the check (customer) to the full and in accordance with Indiana Lode 26-2-7-3. Continued failure to honor the check will expose the maker of the check (customer) to the full and in accordance with Indiana Lode 26-2-7-3. range of penalties available under Indiana law, as well as all civil remedies.

In the event of default, Buyer agrees to pay all costs, expenses, and attorney fees incurred by Beck's Superior Hybrids, Inc. in enforcing all terms and conditions of this Sales Agreement.

### LEGAL ACTION:

Disputes concerning this agreement shall be resolved according to the substantive law of Indiana. Exclusive venue for such disputes shall be in the state or federal courts for Hamilton County, Indiana, to whose jurisdiction Beck's and customer hereby submit.

## NOVEMBER 15, 2024 TERMS:

Zero Carrying Fees until November 15, 2024 is available with approved credit and a signed promissory note prior to receipt of seed.

MISCELLANEOUS POLICIES: All purchases (other than seed) are due 30 days after invoice date. If not paid by the due date, the above-mentioned 15% carrying fee will apply. Rabo AgriFinance QuickLink Credit®, John Deere Financial, First Mid Bank and Trust Ag Finance, Discover®, Visa®, American Express® and Mastercard® payment plans are available upon request for use by individual customers only. Buyer understands the price of seed may include packaging or container rental fees per unit of \$0.50 for seed boxes, \$0.12 for mini-bulk bags, and \$0.10 for wooden skids.

Buyer has a duty to exercise ordinary care of rented packaging or containers. Nested seed boxes, wooden skids, empty mini-bulk bags for spring seed must be returned to Beck's facilities by August 1st of the year taken. Nested seed boxes, wooden skids, empty mini-bulk bags for fall seed must be returned to Beck's facilities by March 1st of the following year. Beck's has the option to charge replacement costs for rented packaging or containers not returned by designated time period or any containers. that are returned damaged.

CERTIFICATE UNDER AGRICULTURAL PRODUCING EXEMPTION: The buyer hereby certifies that all items, except as indicated hereon, are purchased for use or consumption in connection with the production of horticultural or agricultural products as a business enterprise.

### LIMITED WARRANTY:

The seller gives no warranty, express or implied, as to the productiveness of any seeds sold, and will not be in any way responsible for the crop. Liability, in all instances, is limited to the purchase price of the seed.

USE OF SEED: The only permissible use of this seed product is for the production of a single crop for food, feed or processing, except as otherwise allowed by the Beck's Dealer Agreement. All other uses of the seed or crop produced from the seed are strictly prohibited. User agrees not to conduct or allow any of the following on this seed or crop produced from this seed: breeding, any genetic testing, or saving seed.

6767 E. 276Th St. Atlanta, IN 46031 • P (317) 984-3508 • P (800) 937-2325 • F (317) 984-5226 • www.BecksHybrids.com

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# BILL OF LADING LOAD 231731

# BECK'S

# Source Warehouse(s) Andrews Seeds (03/21/2024 12:00 PM )

Truck Semi Van Trailer Est. Load Weight 40,911 lbs.

Estimated Arrival

03/20/2024 10:30 AM

Driver MIDSOUTHSEED

Gregg N Day Ship To

Lat, Long

Owner Lot # Qty Hybrid/Variety Skid Order MidSouth Seed LLC 4777XFMF W2479452M 45 20 MidSouth Seed LLC W2479452M 4777XFMF 19 45 4777XFMF W2479454M MidSouth Seed LLC 45 18 MidSouth Seed LLC W2479454M 45 4777XFMF 17 MidSouth Seed LLC W2479452M 16 45 4777XFMF MidSouth Seed LLC 45 4777XFMF W2479452M 15 MidSouth Seed LLC W2479452M 14 45 4777XFMF MidSouth Seed LLC 4777XFMF W2479452M 45 13 MidSouth Seed LLC 12 45 4777XFMF W2479452M W2479452M MidSouth Seed LLC 45 4777XFMF 11 10 45 4777XFMF W2479452M MidSouth Seed LLC MidSouth Seed LLC W24794713M 9 40 4887XFMF MidSouth Seed LLC 40 4887XFMF W24794713M 8 7 4887XFMF W24794713M MidSouth Seed LLC 40 6 40 4887XFMF W24794713M MidSouth Seed LLC 5 40 4887XFMF W24794713M MidSouth Seed LLC 4 40 4887XFMF W24794713M MidSouth Seed LLC MidSouth Seed LLC 3 40 4887XFMF W24794713M 2 45 4885XFMF W2479424M MidSouth Seed LLC W2479424M 1 45 4885XFMF MidSouth Seed LLC 20 Skids 865 Units

### **USE OF SEED**

Beck's Superior Hybrids, Inc. and the originator - developer strictly prohibit any grain produced from this seed from being saved for seed. Beck's Superior Hybrids, Inc. does not claim protection under the PVP Act unless: indicated on the tag and/or involce. Buyer represents that he is purchasing the seed solely for the purposes of producing a grain crop and that the seed, and any product from the seed,

shall not be used or resold for any purposes.

Buyer agrees not to alter, or permit the alteration of the seed, or any product of the seed, through genetic techniques or othewise.

Buyer acknowledges that failure to adhere to the above provisions would substantially damage the supplier/developer who has a substantial investment in this

**ENFORCEMENT COSTS** 

In the event of default, Buyer agrees to pay all costs, expenses, and attorney's fees incurred by Beck's Superior Hybrids, Inc. in enforcing all terms and conditions of this Sales Agreement.

Signed:

ente Lelso

FOR RETURN POLICY, PAYMENT TERMS AND CARRYING FEES SEE LAST PAGE.

Buyer or authorized agent for Buyer

By acceptance of the seed the buyer acknowledges that all terms of both sides of this Sales Agreement are conditions of the sale.

CONFIDENTIAL

# BECK'S

# BILL OF LADING LOAD 231731

# Source Warehouse(s) Andrews Seeds (03/21/2024 12:00 PM )

Driver MIDSOUTHSEED Truck Semi Van Trailer Est. Load Weight 40,911 lbs.

**USE OF SEED** 

USE OF SEED Beck's Superior Hybrids, Inc. and the originator - developer strictly prohibit any grain produced from this seed from being saved for seed. Beck's Superior Hybrids, Inc. does not claim protection under the PVP Act unless: indicated on the tag and/or invoice. Buyer represents that he is purchasing the seed solely for the purposes of producing a grain crop and that the seed, and any product from the seed, shall not be used or resold for any purposes. Buyer agrees not to alter, or permit the alteration of the seed, or any product of the seed, through genetic techniques or othewise. Buyer acknowledges that failure to adhere to the above provisions would substantially damage the supplier/developer who has a substantial investment in this seed product. seed product.

ENFORCEMENT COSTS

In the event of default, Buyer agrees to pay all costs, expenses, and attorney's fees incurred by Beck's Superior Hybrids, Inc. in enforcing all terms and conditions of this Sales Agreement.

Signed:

FOR RETURN POLICY, PAYMENT TERMS AND CARRYING FEES SEE LAST PAGE.

Buyer or authorized agent for Buyer

By acceptance of the seed the buyer acknowledges that all terms of both sides of this Sales Agreement are conditions of the sale.

CONFIDENTIAL



# 2023-2024 POLICY AND TERMS AGREEMENT

2023-2024 POLICY AND TERMS AGREEMENT REPLANT POLICY: If there is a need to replant a field of Beck's corn, soybeans, wheat or elite alfalfa, as determined by Beck's staff, Beck's will furnish the seed and royalties FREEI Beck's will attempt to provide the same product for replant as customer originally planted. Substitutions of some products may royalties FREEI Beck's will attempt to provide the same product for replant as customer originally planted. Substitutions of some products may be necessary. Replant must be planted in the same crop year as originally planted. Great Hervest Organics branded soybeans and wheat are not eligible

HYBRID SEED CORN: You may return up to 5% of your total seed com order taken prior to june 25, 2024 and receive full crecit. Any returns over 5% will be charged \$5.00 per unit restocking fee. Any returns over 10% will be charged \$10.00 per unit restocking fee. No returns will be accepted after june 25, 2024. No seed units that have holes, been opened, tom, or tags removed may be returned. Great Harvest Organics units are non-returnable du to certification and quality standards that have to be tracked and maintained. allow shows

SOVINEAN SEED: You may return up to 5% of your total soybean order taken prior to july 1, 2024 and receive full credit if in bags, seed boxes or mini-bulk units. Any returns over 5% will be charged \$3.00 per unit restocking fee. Any returns over 10% will be charged \$10.00 per unit restocking fee. No returns of seed in bulk units can be accepted because of labeling laws. No returns will be accepted after july 1, 2024. No seed units that have holes, been opened, torn, or tags removed may be returned. Great Harvest Organics units are non-returnable due to certification and quality standards that have to be tracked and maintained.

SEED WHEAT You may return up to 3% of your total wheat order taken prior to November 1, 2023 and receive full credit if in 50 lb. bags, seed boxes or mini-bulk units. Any returns over 3% will be charged \$5.00 per unit restocking fee. Any returns over 10% will be subject to a \$10.00 per unit restocking fee. No returns will be accepted after November 1, 2023. No returns of seed in bulk units can be accepted because of labeling laws. No seed unit that have holes, been opened, torn, or tags removed may be returned. Great Harvest Organics units are non-returnable due to certification and quality standards that have to be tracked and maintained.

CASH DISCOUNTS:
ALLOWED ON ALL CURRENT SEED PURCHASE PAYMENTS RECEIVED
DURING THE FOLLOWING SPECIFIED TIME PERIODS.
The maximum cash discount available for First Mid Bank &

The maximum cash discount available for First and bank of Trust, Rabo AgriFinance, and John Deere Financial is 14%. The maximum cash discount available for Credit Cards is 8%.

PAYMENT	
NED	Wheat. Corn. Sovbeans. Foreset. Oats: 15%
k & %. The f.	14.25%
	4%April 16, 2024 - June 15, 2024 0%June 16, 2024 - July 31, 2024

### **REGULAR DUE DATE:**

All seed purchases (August 1, 2023 - July 31, 2024) are due August 1, 2024.

### EXCEPTION

ALL FIRST YEAR SEED & COD CUSTOMERS MUST PAY FOR THEIR SEED PRIOR TO OR AT THE TIME OF PICK-UP OR DELIVERY UNLESS CREDIT ARRANGEMENTS HAVE BEEN PREAPPROVED, PREVIOUS YEAR SEED ACCOUNTS MUST BE PAID PRIOR TO SHIPMENTS OF CURRENT YEAR PRODUCTS TO ANY CUSTOMER.

LATE PAYMENTS AND BAD CHECKS: All seed accounts unpaid as of August 1, 2024 will be charged 1.25% PER MONTH CARRYING FEE based on the unpaid balance, which is equivalent to 15% ANNUAL PERCENTAGE RATE. A surcharge fee of eight dollars (\$5.00) shall be assessed in addition to the amount of bank fees of twelve dollars (\$12,00) for each unpaid and dishonored check; thus a total of twenty dollars (\$20.00). Notice shall be sent by certified mail and in accordance with Indiana Code 26-2-7-3. Continued failure to honor the check will expose the maker of the check (customer) to the full range of penalties available under Indiana law, as well as all civil remedies.

ENFORCEMENT COSTS: In the event of default, Buyer agrees to pay all costs, expenses, and attorney fees incurred by Beck's Superior Hybrids, Inc. in enforcing all terms and conditions of this Sales Agreement.

### LEGAL ACTION:

Disputes concerning this agreement shall be resolved according to the substantive law of Indiana. Exclusive venue for such disputes shall be in the state or federal courts for Hamilton County, Indiana, to whose jurisdiction Beck's and customer hereby submit.

### NOVEMBER 15, 2024 TERMS:

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MISCELLANEOUS POLICIES: All purchases (other than seed) are due 30 days after invoice date. If not paid by the due date, the above-mentioned 15% carrying fee will apply. Rabo AgriPinance QuickLink Credit®, john Deere Financial, First Mid Bank and Trust Ag Finance, Discover®, Visa®, American Express® and Mastercard® payment plans are available upon request for use by individual customers only. Buyer understands the price of seed may include packaging or container rental fees per unit of \$0.50 for seed boxes, \$0.12 for mini-bulk bags, and \$0.10 for wooden skids. Buyer has a duty to exercise ordinary care of rented packaging or containers. Nested seed boxes, wooden skids, empty mini-bulk bags for taring seed must be returned to Beck's facilities by March 1st of the year taken. Nested seed boxes, wooden skids, empty mini-bulk bags for fall seed must be returned to Beck's facilities by March 1st of the following year. Beck's has the option to charge replacement costs for rented packaging or containers not returned by designated time period or any containers that are returned damaged.

### CERTIFICATE UNDER AGRICULTURAL PRODUCING EXEMPTION:

The buyer hereby certifies that all items, except as indicated hereon, are purchased for use or consumption in connection with the production of horticultural or agricultural products as a business enterprise.

The seller gives no warranty, express or implied, as to the productiveness of any seeds sold, and will not be in any way responsible for the crop. Liability, in all instances, is limited to the purchase price of the seed.

USE OF SEED: The only permissible use of this seed product is for the production of a single crop for food, feed or processing, except as otherwise allowed by the Beck's Dealer Agreement. All other uses of the seed or crop produced from the seed are strictly prohibited. User agrees not to conduct or allow any of the following on this seed or crop produced from this seed: breeding, any profile testing, or saving seed.

6767 E. 276Th St. Atlanta, IN 46031 + P (317) 984-3508 + P (800) 937-2325 + F (317) 984-5226 + www.BecksHybrids.com