



INVOICE

BILL TO:

SETHMAR TRANSPORTATION LLC
6330 SPRINT PARKWAY, SUITE 100
OVERLAND PARK, KS 66211

INVOICE DATE: 11/08/2024**INVOICE #:** R64723**TERMS:** NET 30**DUE DATE:** 12/08/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
11/07/2024		6767 East 276th Street, Atlanta, IN 46031 - 5505 Locust Rd, Carthage, MO 64836, USA			
		Freight Income	1	\$1,165.00	\$1,165.00

TOTAL

\$1,165.00

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



SETHMAR TRANSPORTATION, LLC
INVOICES MUST BE PROCESSED AT
AP@SETHMAR.COM
OVERLAND PARK KS 66283

PRO # 258899

Rate Confirmation

11/06/24 14:17:59 (EST)

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DANIELLE BURTON
(913) 391-4883
dburton@sethmar.com

C
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ROYAL3 INC
(630) 485-7370 (p) Att: MARISA
(630) 485-6980 (f)
MC # 944686 Truck #
DOT 2828543 Trailer #
Driver TBD Cell #

Size & Type: 53' VAN

Pieces: 26

DECLARED VALUE \$100000.00

Description: SEED

Weight: 43200

Miles: 567

CHARGES		DISPATCH NOTES
LINE HAUL RATE	1165.00	V53 W/SWING DOORS ONLY, NO REEFERS. LOAD MUST BE PROPERLY SECURED. LOAD WILL NOT BE READY UNTIL AFTER 12PM.
TOTAL RATE	1165.00	

PICK 1

BECKS SUPERIOR HYBRIDS
6767 EAST 276TH STREET
ATLANTA IN 46031
Hours : 1200-1500
Phone/Contact: (800) 937-2325 MADDIE KING

Ready Date: 11/07/24
Appt Notes: 12PM-3PM FCFS
Ref # 396869

STOP 1

ANDREW FARM & SEED
5505 LOCUST RD.
CARTHAGE MO 64836
Hours : 0700-1900
Phone/Contact: (417) 246-5510
MUST USE STRAPS TO SECURE LOAD OR MAY BE SUBJECT TO
PENALTY!!!! SUPER SACKS CAN TIP OVER DURING TRANSIT IF
TRAVELING FAST ON WINDY ROADS.

Must Deliver: 11/08/24
Ref # 396869

AFTER HOURS REQUESTS (6pm CST-9pm CST): Email AFTERHOURS@SETHMARTRANS.COM
All requests between 9pm-6am CST will be answered as soon as possible but will be delayed. Please let your Sethmar contact know before 9pm if you are delivering after 9PM CST and before 6AM CST and do not have a way to pay for a lumper.

Send Carrier Bills to ap@sethmar.com - any accessorials should be sent in with POD at the same time within 48 hours of delivery, please.

** Beginning 11/1/2022 - Sethmar will assess a \$25 administrative fee for each EFS check issued by Sethmar. This administrative fee will be deducted from the vendor or carrier's rate. **

Carrier Signature _____

Date _____ / _____ / _____
M D

Doc ID: 26241106291792532
Send Carrier Bills to the Address Above
Sertifi Electronic Signature

PRO # 258899

must appear on all Invoices

Please e-mail load documents and carrier invoice to ap@sethmar.com

Terms and Conditions

This rate confirmation is subject to the terms and conditions of the master Contract Carrier Agreement ("Agreement"), and this rate confirmation constitutes an amendment to the Agreement. If Carrier has not signed the Agreement, then the rate shown in this rate confirmation is the agreed individually negotiated rate and no other rates shall apply including any tariff rate of terms. Carrier may not add any charges which are not listed in this rate confirmation or pre-approved by Broker in writing.

The rate, unless otherwise stated in the rate confirmation, is inclusive of any fuel surcharge. Accessorial charges (including but not limited to labor, detention, and/or layover charges) must be pre-approved by Broker in writing. Broker will not provide any reimbursement for unapproved accessorial charges.

The rate is contingent upon successful and on-time completion of all terms and conditions of this rate confirmation and the Agreement. The rate is subject to reduction in Broker's discretion if Carrier picks up or delivers after scheduled time and date, or if Carrier fails to complete any terms and conditions. Any rate deduction or fine to Broker resulting from Carrier's act or omission will be deducted from Carrier's rate.

Carrier must include a signed copy of the shipper's bill of lading and any other proof of delivery with Carrier's invoice to Broker. Failure to submit proof of delivery within fifteen days of delivery will result in a \$150 deduction from Carrier's invoice. All overage, shortage, and damage must be reported to Broker immediately, at time of occurrence, and noted on the bill of lading. Carrier shall ensure the bill of lading is notated either when handling is required or when detention occurs, that a lumber receipt is provided when a lumber is hired, and/or that both are included as supporting documents with the Carrier's invoice.

By accepting this rate confirmation, Carrier represents and warrants to Broker that (a) Carrier is a Registered Motor Carrier of Property authorized by the Federal Motor Carrier Safety Administration ("FMCSA"); (b) Carrier does not have an "Unsatisfactory" safety rating from FMCSA and has no knowledge of any threatened or pending interventions by FMCSA or any other legal or regulatory authority; (c) Carrier will comply with all U.S. DOT and FDA regulations applicable to its operations while transporting the shipment, including but not limited to driver hours of service and the Food Safety Modernization Act (FSMA), if applicable; and (d) Carrier is in compliance with the requirements of the California Air Resources Board (CARB) with respect to Transport Refrigeration Units (TRU's or reefers) or similar requirements of the Environmental Protection Agency (EPA) and other states, where applicable. Carrier shall indemnify and hold harmless Broker and/or shipper for any fines or penalties resulting from noncompliance.

Pursuant to the Agreement, Carrier will provide an amount of cargo insurance coverage sufficient to cover the loss or damage of any commodities and cargo carried. Carrier's cargo insurance policy must not exclude from coverage any commodities or cargo carried pursuant to this rate confirmation. If Carrier's cargo insurance policy contains a schedule of covered drivers or vehicles, Carrier will not transport any cargo of this shipment using a driver or vehicle that is not scheduled on Carrier's cargo insurance policy.

THIS LOAD SHALL NOT BE DOUBLE BROKERED. Carrier shall transport the shipment under its own operating authority and subject to the terms of this Agreement. In the event Carrier re-brokers, co-brokers, subcontracts, assigns, interlines, or transfers the transportation of shipments hereunder to any other person or entity conducting business under a different operating authority without prior written consent of Broker, Broker shall have the right of paying the monies it owes Carrier directly to the delivering carrier, in lieu of payment to Carrier and, notwithstanding Broker's payment to delivering carrier, Carrier shall not be released from any liability to Broker under the rate confirmation, Agreement or otherwise.

E-Signed : 11/06/2024 01:22 PM CST	
<i>Marisa S.</i>	
marisa@royal3inc.com	Sertifi Electronic Signature
IP: 138.197.27.99	
DocID: 20241106131752652	



BILL OF LADING LOAD 396869

Source Warehouse(s)
Atlanta (11/07/2024 03:00 PM)

Driver
SETHMAR

Truck
Semi Van Trailer

Est. Load Weight
lbs.

Ship To				Estimated Arrival 11/08/2024 03:00 PM	
Lat, Long					
Skid Order	Qty	Hybrid/Variety	Lot #	Owner	
1	66	SEEDBOX	080612	Andrews Seeds	
1	Skids	66 Units			

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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 otherwise.

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:

Buyer or authorized agent for Buyer

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

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

CONFIDENTIAL

1 of 2



2024-2025 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 **FREE!** 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 Harvest Organics branded soybeans and wheat are not eligible.

RETURN POLICY:

HYBRID SEED CORN:

You may return up to 5% of your total seed corn order taken prior to June 25, 2025 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, 2025. 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.

SOYBEAN SEED:

You may return up to 5% of your total soybean order taken prior to July 1, 2025 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, 2025. 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 5% of your total wheat order taken prior to November 1, 2024 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 charged \$10.00 per unit restocking fee. No returns will be accepted after November 1, 2024. 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.

PAYMENT TERMS:

CASH DISCOUNTS:

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

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

Wheat, Corn, Soybeans, Forages, Oats:

15%	August 1, 2024 - September 15, 2024
14.5%	September 16, 2024 - November 15, 2024
14.25%	November 16, 2024 - December 15, 2024
14%	December 16, 2024 - January 15, 2025
10%	January 16, 2025 - February 15, 2025
8%	February 16, 2025 - March 15, 2025
6%	March 16, 2025 - April 15, 2025
4%	April 16, 2025 - June 15, 2025
0%	June 16, 2025 - July 31, 2025

REGULAR DUE DATE:

All seed purchases (August 1, 2024 - July 31, 2025) are due August 1, 2025.

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, 2025 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 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.

BECK'S 0% FINANCING TERMS:

Zero Carrying Fees until November 15, 2025 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