



INVOICE

BILL TO:

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

INVOICE DATE: 01/23/2025**INVOICE #:** R74110**TERMS:** NET 30**DUE DATE:** 02/23/2025

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
01/22/2025		3387 S. 375 E., Shelbyville, IN, 46176 - 968 Boddie Rd, Herndon, KY, 42236			
		Freight Income	1	\$1,100.00	\$1,100.00

TOTAL

\$1,100.00

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



Carrier Rate Confirmation

Shipment ID: 402949

Send all invoices to:

Preferred -> email: AP@sethmar.com

Sethmar Transportation
6330 Sprint Parkway, Suite 100
Overland Park, KS 66211

This legally binding agreement is between SETHMAR Transportation and the below mentioned carrier. Shipment is to be hauled only by below authority:

Carrier: ZIGI FREIGHT INC

MC#: 944686

Dispatcher: RIKI KOVACEVIC

Driver: NEMO *

Driver Phone:

DOT#: 2828543

Dispatcher Phone:

Truck: 352

Trailer:

SETHMAR Transportation Contact

Dispatcher: Ivan Bravo
Phone: (913) 391-4823
Email: ibravo@sethmar.com

Contract Carrier Rate

DESCRIPTION	RATE UNIT TYPE	RATE UNITS	UNIT RATE	SUB-TOTAL
LINE HAUL	FLAT	1.00	1100.0000	\$1,100.00
Carrier Total Rate:				\$1,100.00

Special Instructions and Rate Confirmation Notes

V53 W/SWING DOORS ONLY, NO
REEFERS.

Shipment Details

Customer Reference Number: 423885
(FOLZ) FC-HEN-JESSICA

Declared Cargo Value: 100000.00

Required Equipment: VAN

Service Type: Transactional

Trailer Length:

Commodity:

- SEED

Weight: 43100.00

Stop #: 1

Stop type: Pickup

Order Reference Numbers:

Location Name:
FISCHER SEEDS

Location Address:
FISCHER SEEDS,
3387 S. 375 E.,
SHELBYVILLE, IN, 46176

Location Phone:
(317) 398-8131

Contact:

Scheduling Type: FCFS

Ready Date: 01/22/2025

Location Hours:
M-F: 08:00-15:00
Sat: -CLOSED
Sun: -CLOSED

Appointment Notes: FCFS -NEED ETA

Location Reference #: 423885

Location Notes:

Stop #: 2

Stop type: Receiver

Order Reference Numbers:

Location Name:
TONY FOLZ FARM

Location Address:
TONY FOLZ FARM,
968 BODDIE RD,
HERNDON, KY, 42236

Location Phone:
(270) 889-7905

Contact:

Scheduling Type: CALL AHEAD

Must Deliver: 01/23/2025

Location Hours:
M-F: 08:00-15:00
Sat: -CLOSED
Sun: -CLOSED

Appointment Notes: FCFS -CALL 1 HOUR OUT

Location Reference #: 423885

Location Notes:

Terms and Conditions

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 Broker-Carrier Agreement ("Agreement"). The rate shown is the agreed individually negotiated rate and no other rates shall apply including any Carrier tariff, rate schedule, or other term or condition of carriage. The rate, unless otherwise stated in the rate confirmation, is inclusive of any fuel surcharge. Any 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 shown is for a full truckload shipment transported by Carrier. Carrier shall not partial, combine, or consolidate the shipment with any other cargo. Carrier shall not broker or subcontract transportation of the shipment to any third party. Violation of these terms will result in non-payment, and may lead to claims for cargo or other damages, and legal action against Carrier by Broker, consignor, consignee and/or other third parties. It is Carrier's sole responsibility to: (1) follow any special shipping and handling instructions or special equipment requirements provided in this rate confirmation, and immediately contact Broker if Carrier receives any inconsistent instructions; (2) ensure the shipment is in apparent good order and condition and properly blocked and braced, or notate on the bill of lading that Carrier was uninvolved in loading or otherwise unable to count, inspect or secure the shipment; and (3) ensure that trailer seals are applied and remain intact until removed by an authorized employee of the consignee, and immediate contact Broker if the seal is broken for any reason. 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 deduction in Broker's discretion if Carrier fails to complete any terms and conditions, or in the event of a rate deduction or fine to Broker resulting from Carrier's act or omission. Notwithstanding anything to the contrary in this rate confirmation or the Agreement, the rate shall not be deducted where Carrier has promptly notified Broker that legal and safe operation prevented Carrier's on-time performance. 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 (15) days of delivery will result in a \$150 deduction from Carrier's invoice. Broker will not provide any reimbursement for accessorial or other charges submitted without receipts or other supporting documents, or presented after payment of carrier's initial invoice. The person signing this rate confirmation represents and warrants to Broker that (A) Carrier's insurance policies cover the entire geographic scope in which Carrier will operate, all equipment and drivers Carrier uses to perform, and the type of cargo transported by Carrier pursuant to this rate confirmation; (B) Carrier shall transport this shipment with equipment owned or leased by Carrier and operating under Carrier's operating authority, and subject to the terms of this rate confirmation and the Agreement; and (C) all representations and warranties made by Carrier in the Agreement remain true, accurate and complete in all material respects.



BILL OF LADING LOAD 423885

Source Warehouse(s)

Fischer Seeds (01/22/2025 02:30 PM) Shelbyville, IN

Driver

FOLZ.SETHMA

Truck

Semi Van Trailer

Est. Load Weight

43,529 lbs.

Ship To Tony Folz
Herndon, KY

Estimated Arrival
01/20/2025 02:30 PM

Lat, Long

Skid Order	Qty	Hybrid/Variety	Lot #	Owner
19	45	4320E3MF	F2511025M	Tony Folz
18	45	4320E3MF	F2511025M	Tony Folz
17	45	4320E3MF	F2511025M	Tony Folz
16	45	4320E3MF	F2511025M	Tony Folz
15	45	4320E3MF	F2511025M	Tony Folz
14	45	4320E3MF	F2511025M	Tony Folz
13	45	4320E3MF	F2511025M	Tony Folz
12	45	4320E3MF	F2511025M	Tony Folz
11	45	4320E3MF	F2511025M	Tony Folz
10	45	4320E3MF	F2511025M	Tony Folz
9	45	4320E3MF	F2511025M	Tony Folz
8	45	4320E3MF	F2511025M	Tony Folz
7	45	4320E3MF	F2511025M	Tony Folz
6	45	4320E3MF	F2511025M	Tony Folz
5	45	4320E3MF	F2511025M	Tony Folz
4	45	4320E3MF	F2511025M	Tony Folz
3	45	4320E3MF	F2511025M	Tony Folz
2	45	4320E3MF	F2511025M	Tony Folz
1	45	4320E3MF	F2511025M	Tony Folz
19 Skids	855 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 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

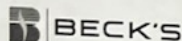
FOR RETURN POLICY, PAYMENT TERMS AND
CARRYING FEES SEE LAST PAGE.

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



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CONFIDENTIAL



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.

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.

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%.

PAYMENT TERMS:

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