



EFS-1

STATE OF OREGON
Corporation Division - L
255 Capitol St. NE, Suite
Salem, OR 97310-13
(503)986-2200 Fax (503)3
http://www.FilingInOrego

FILED: MAY 05, 2021 01:43 PM
OREGON SECRETARY OF STATE



EFS

LIEN NO. 92792911

YANO FARMS, INC.

Farm Products Financing Statement Standard Form

PLEASE TYPE OR PRINT LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

This FARM PRODUCT EFFECTIVE FINANCING STATEMENT is presented to the filing officer pursuant to ORS Chapter 80.100 to 80.130. This statement remains effective for a period of five years from the date of filing, subject to extensions for additional periods as provided for by ORS Chapter 80.115 (3).

A. NAME(S) OF PERSON(S) SUBJECTING FARM PRODUCTS TO THE SECURITY INTEREST

- 1. Yano Farms, Inc.
2. Kris Yano
3. Will Yano

Mark One:

If Individual, list last name first.

[X] - Business [ ] - Individual

[ ] - Business [X] - Individual

[ ] - Business [X] - Individual

MAILING ADDRESS

- 1. 5316 HWY 201, Ontario, OR 97914
2.
3.

B. SECURED PARTY NAME(S) AND ADDRESS(ES)

- 1. Baker & Murakami Produce LLLP, 1431 SE 1st St. Ontario, OR 97914
2.
3.

Table with 4 columns: C. FARM PRODUCT CODE, COUNTY CODE, CROP YEAR (If applicable), AMOUNT (If applicable). Row 1: 0818, -, 23, -, 2021, -, 197,933.52

Debtor

The requirement that a document be signed, authorized or otherwise authenticated by the debtor or the secured party is satisfied if the debtor has executed a security agreement granting a security interest in the farm products to the secured party ORS Chapter 80.115 (7).

RETURN TO:

Baker & Murakami Produce Company
P.O. Box 9
Ontario, OR 97914

FEES

Make check for \$15.00 payable to "Corporation Division"

Note: Filing fees may be paid with VISA, MasterCard, American Express or Discover card. The card number and expiration date should be submitted on a separate sheet of paper for your protection.

DO NOT SUBMIT DUPLICATES OF THIS FILING OR ITS ATTACHMENTS

**Yano Seed Purchases 2021**

| <b>Vendor Name</b>            | <b>Inv #</b>        | <b>Full Price</b> | <b>Discount</b> | <b>BMP Price</b> | <b>Discount %</b> |
|-------------------------------|---------------------|-------------------|-----------------|------------------|-------------------|
| ✓ Gowan Seed                  | <u>20010435</u>     | 27,864.00         | 1,344.55        | 26,519.45        | 5%                |
| ✓ Nunhems                     | <u>110839864</u>    | 100,362.24        | 2,007.24        | 98,355.00        | 2%                |
| ✓ Keithly-Williams Seed, Inc. | <u>SI-US-167116</u> | 33,619.92         | 1,681.00        | 31,938.92        | 5%                |
| ✓ Keithly-Williams Seed, Inc. | <u>SI-IS-168063</u> | 4,398.00          | 219.90          | 4,178.10         | 5%                |
| ✓ Gowan Seed                  | <u>20013680</u>     | 3,984.00          | 199.20          | 3,784.80         | 5%                |
| ✓ Gowan Seed                  | <u>20013639</u>     | 21,388.36         | 1,069.42        | 20,318.94        | 5%                |
| ✓ Keithly-Williams Seed, Inc. | <u>SI-US-168283</u> | 2,019.00          | 100.95          | 1,918.05         | 5%                |
| ✓ Keithly-Williams Seed, Inc. | <u>SI-US-168316</u> | 4,298.00          | 214.90          | 4,083.10         | 5%                |
| ✓ Keithly-Williams Seed, Inc. |                     |                   |                 |                  |                   |

**197,933.52    6,837.16    191,096.36**



**GOWAN SEED**  
COMPANY

INVOICE

Page No - 1  
 Invoice Date - 02/25/2021  
 Branch/Plant - CHS  
 Order Number - 1215083  
 Invoice Number - 20010435

Sold To: 80512  
 Yano Farms  
 5316 Hwy 201  
 Ontario OR 97914  
 United States

Ship To: 80512  
 Yano Farms  
 5316 Hwy 201  
 Ontario OR 97914  
 United States

Cust. P.O.: HT# 24872      Freight Code:      Order Date: 12/29/2020  
 Territory: 8949      Ship Via:

| Line # | Item Number      | Description                           | Qty Shipped | UM | Price / UM | Extended Price | Tax |
|--------|------------------|---------------------------------------|-------------|----|------------|----------------|-----|
| 40.000 | 65698            | Redwing Skagitkote F1500<br>Onion/Red | 6,000.00    | /M | 4.644 /M   | 27,864.00      | N   |
|        | 1507887-05062101 |                                       | 93% 11/20   |    |            |                |     |
|        | S/C 15,446       |                                       | 500M        |    |            |                |     |

12 X 500m Palls

Terms: Net 30 Days

Total Due By 03/27/2021 27,864.00

*Prepaid \$1,344.55*

*due: \$26,519.45*

Remit Payment To: PO Box 190 Chualar, CA 93925

A finance charge of 1.25% per month (15% per annum) will be charged on all accounts not paid within terms of sale.

PO Box 190, Chualar, CA 93925 Office (831) 679-1900 Fax (831) 679-2464







# ORDER CONFIRMATION

Nunhems USA, Inc.

1200 Anderson Corner Road  
Parma ID 83660  
U.S.A.  
Phone: +1(208) 674-4100  
US Toll Free: +1(800) 733-9505  
Fax +1(208) 674-4090  
nunhems.customerservice.us@vegetableseeds.basf.com  
Tax ID: 13-3759922

**Order Number:** 0110839864  
**Date of issue:** Mar-11-2021

**Sold to:**  
BAKER & MURAKAMI PRODUCE CO  
153 SE 1ST ST  
ONTARIO OR 97914-2815  
UNITED STATES

**Delivery Address:**  
BAKER PACKING CO  
153 SE 1ST ST  
ONTARIO OR 97914-2815  
UNITED STATES

| Line | Item Description   | Quantity | Price | UOM | Amount USD |
|------|--|----------|-------|-----|------------|
| 40   | Kind: ONION<br>Variety: HYBRID VAQUERO<br>Seed form: 118 PRIMED PELLETS FARMORE FI500<br>Treated with: METALAXYL-M: APRON XL-LS / FLUDIOXONIL: MAXIM 4FS / AZOXYSTROBIN: DYNASTY / THIAMETHOXAM: CRUISER ;<br>7 BUCKET(S)/PAIL(S) of 500,000 SDS<br>P.O. Number: 2021 SO YANO FARMS<br>Lot Number: 21728301010   3,500 TH   NET WT: 0.000 KG   UNITED STATES ORIGIN<br>2% PROMOTIONAL DISCOUNT APPLIED | 3,500    | 3.43  | TH  | 12,005.00  |



# ORDER CONFIRMATION

Nunhems USA, Inc.

1200 Anderson Corner Road  
Parma ID 83660  
U.S.A.  
Phone: +1(208) 674-4100  
US Toll Free: +1(800) 733-9505  
Fax +1(208) 674-4090  
nunhems.customerservice.us@vegetableseeds.basf.com  
Tax ID: 13-3759922

**Order Number:** 0110839864  
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BAKER & MURAKAMI PRODUCE CO  
153 SE 1ST ST  
ONTARIO OR 97914-2815  
UNITED STATES

**Delivery Address:**  
BAKER PACKING CO  
153 SE 1ST ST  
ONTARIO OR 97914-2815  
UNITED STATES

|                      |                  |
|----------------------|------------------|
| <b>Total Amount:</b> | <b>98,355.00</b> |
|----------------------|------------------|

**Please Send Payments via Bank Wire to:**  
Nunhems USA, Inc  
c/o The Bank of New York Mellon  
Pittsburgh, PA 15219 USA  
SWIFT BIC: IRVTUS3N  
ABA 043000261 (Domestic wires only)  
Credit Account No. 007-7825

**Please Send Payments via Courier or Mail to:**  
Nunhems USA, Inc.  
ATTN: Credit Department  
1200 Anderson Corner Road  
Parma, ID 83660  
USA  
Phone: +1 208 674 4119

**Order confirmation (ORDER) is subject to additional charges such as, but not limited to, Freight & Documentation at time of shipment.**

This Order Confirmation (ORDER) and applicable Price List, if any, contain all of the terms under which Nunhems USA, Inc. offer to sell to the buyer (indicated as 'Sold To' above) goods and services listed in this ORDER. All terms on a purchase order or other document delivered to Nunhems USA, Inc. in connection with this ORDER is rejected. Buyer indicates acceptance of these terms by either signing the space provided herein or by accepting delivery of any goods and services listed in this ORDER. SEE REVERSE FOR IMPORTANT ADDITIONAL TERMS, INCLUDING LIMITATION OF WARRANTY AND LIABILITY. All ORDERS are subject to availability.

\_\_\_\_\_  
Buyer's Printed Name

Signature by an authorized Nunhems USA, Inc. signer indicates that this ORDER is received by Nunhems USA, Inc. subject to all terms and conditions herein.

\_\_\_\_\_  
Authorized Buyer Signature / Date

\_\_\_\_\_  
Authorized Nunhems Signature / Date

# INVOICE



Keithly-Williams Seeds Inc.  
 5702 W County 8 1/2 St.  
 Yuma, AZ 85364  
 Tel: (760) 356-5533  
 Fax: (760) 356-2409

INVOICE NUMBER: SI-US-167116  
 INVOICE DATE: 3/18/2021  
 PAYMENT TERMS: 5%30,NET 30  
 CUSTOMER PO NO.:  
 SHIPPING NO.: SS-US-124375  
 SHIPPING FROM: KW-IDAHO  
 SHIPPING DATE: 3/18/2021  
 SHIP VIA: KW Truck  
 SHIPPING AGENT: KW  
 TRACKING NO.:

BUYER ID: C0000235

**SOLD TO:**

Baker & Murakami Produce  
 PO Box 9  
 Ontario, OR 97914

**SHIP TO:**

Baker & Murakami Produce  
 PO Box 9  
 Ontario, OR 97914

SALES ORDER: SO-US-094516

SALES PERSON: Josh Robertson

| DESCRIPTION  | QUANTITY | UNIT PACK | PRICE    | TOTAL     |
|--|----------|-----------|----------|-----------|
| Bridewhite<br>Specie: ONION, Lot No.: 179287, Source Lot: 1507126, Seed Count: 17,132, Treatment: Farmore FI500/<br>Apron/Cruiser/Dynasty/Maxim/Regard, Coating Code: 3480912, Coating Type: Incotec 118 Opti, Producer:<br>BEJO SEEDS INC, Germ Result: 99, Germ Test Date: 02/01/21, Origin: USA   | 5        | 500M      | 1,819.00 | 9,095.00  |
| Jawbridge Onion<br>Specie: ONION, Lot No.: 179286, Source Lot: 103770561, Seed Count: 17,708, Treatment: Farmore FI500/<br>Apron/Cruiser/Dynasty/Maxim/Regard, Coating Code: 3478892, Coating Type: Incotec 118 Opti, Producer:<br>SEMINIS VEG SEEDS INC, Germ Result: 95, Germ Test Date: 01/01/21, Origin: USA, Batch No.:<br>0202280345 | 10       | 500M      | 1,729.00 | 17,290.00 |
| Redwing Onion<br>Specie: ONION, Lot No.: 179361A, Source Lot: 1507887, Seed Count: 15,473, Treatment: FrmrFI500/<br>Azxystrbn/Fldoxnl/Mfnxm/Spnsd/Steam/Tmx, Coating Code: 65038, Coating Type: Kam Kot 13.5, Producer:<br>BEJO SEEDS INC, Germ Result: 93, Germ Test Date: 11/01/20, Origin: USA  | 2.902    | 500M      | 2,349.00 | 6,816.80  |
| Redwing Onion<br>Specie: ONION, Lot No.: 167377, Source Lot: 1398628, Seed Count: 16,009, Treatment: Frmr FI500/<br>Azxystrbn/Fldoxnl/Mfnxm/Spnsd/Thmthxm, Coating Code: 22042002, Coating Type: Skagitkote 13.5,<br>Producer: BEJO SEEDS INC, Germ Result: 94, Germ Test Date: 11/13/20, Origin: USA                                      | .0178    | 500M      | 2,349.00 | 418.12    |

If paid by 04/17/21, you may pay \$31,938.92, which is a discount of \$1,681.00 or 5%.  
 Seed does not contain genetically modified organisms (GMOs), to the best of our knowledge.

Buyer agrees to accept and pay for the seeds in amounts and at the price set forth above, and all costs including attorney's fees if a legal action is necessary to enforce the terms and conditions of this contract. Furthermore, BUYER has read and agrees to the Warranty, Disclaimer or Other Warranties, and Limitations of Liability as set for on the back of this document.

18  
 TOTAL QUANTITY  
 PLEASE PAY

Total: \$33,619.92

## EXPLANATION OF FINANCE CHARGE

1. All accounts are due and payable within terms. All accounts not paid will be subject to a FINANCE CHARGE of 1- 1/2% per month or an ANNUAL PERCENTAGE RATE OF 18%, or the legal rate allowed by law, whichever is less.
2. The FINANCE CHARGE is computed on the unpaid balance of the account as of the last day of each month, which is the closing date of each billing cycle. The unpaid balance is the previous balance less any payments and credits received by the closing date.
3. No FINANCE CHARGE will be imposed if the total amount shown on the statement is received in full before the next closing date.
4. Send Inquiries regarding this statement to: Keithly-Williams Seeds, Inc. 5702 W CO B ¼ St, Yuma AZ 85364

## NOTICE TO BUYER REGARDING LIABILITIES, WARRANTIES AND DISCLAIMERS

Other than as set forth below regarding the applicable products, Keithly-Williams Seeds, Inc. (hereinafter "KWS") DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ANY RECOMMENDATIONS FOR USE OF OUR PRODUCTS OR MATERIALS OR APPARATUS IN CONNECTION WHEREWITH ARE BASED UPON OUR BEST JUDGMENT, BUT THERE IS NO WARRANTY OF RESULTS TO BE OBTAINED IN CONNECTION THEREWITH. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

### Seed:

1. LIMITED WARRANTY: KWS warrants to the extent of the purchase price, that the seeds we sell will be labeled as required by law and that they will conform to the label description within tolerances recognized in the seed industry.
2. LIMITATION OF LIABILITY: Our liability and responsibility for all losses suffered or damages sustained with respect to the purchase and use of the seed we sell is limited to the PURCHASE PRICE OF SUCH SEED, whether such damage or loss results from breach of the foregoing warranty from our negligence, or otherwise, and regardless of the nature, cause or extent of loss or damage. The buyer's exclusive remedy in all cases shall be limited to recovery of an amount not to exceed the amount of such purchase price.

### Transplants:

1. Limitation of Warranty and Liability: BUYER'S AND USER'S EXCLUSIVE REMEDY AND KWS' SOLE LIABILITY FOR LOSS OR DAMAGE ARISING FROM PURCHASE OR USE OF KWS PRODUCTS, SHALL BE AN AMOUNT EQUAL TO THE PRICE PAID FOR THE SEEDS AND TRANSPLANTS GROWN, IF ANY. BUYER OR USER MAY NOT RECOVER ANY AMOUNT FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR YIELD AND AMOUNTS EXPENDED IN USING SUCH TRANSPLANTS. This Limitation of Warranty and Liability shall be applicable to any claim presented to KWS, whether the legal theory forming the basis of such claim involves contract, tort, negligence, strict liability or otherwise. Buyer and User agree that if KWS, refunds an amount equal to the price of Buyer or User paid for KWS for transplants, this Limitation of Warranty and Liability will not have failed of its essential purpose.
2. SEED PRODUCER WARRANTY TERMS IMPLIED: KWS assumes no risk and provides no warranties in regards to seed that is used in the process of growing customer's transplants. Buyer or User must acknowledge that all seeds sown to produce transplants are warranted under the Seed Producers' Warranty Label. Those warranties, claims and liabilities are provided on the packaging of said Seed Producers seed. ALL WARRANTIES REGARDING SEED BORNE DISEASE, EITHER EXPRESSED OR IMPLIED, FALL UNDER THE SEED PRODUCER'S DISCLAIMERS OF WARRANTY, CLAIMS AND LIMITATION OF LIABILITY PROVISIONS.
3. CLAIMS: KWS must have prompt notice of any claim from the use of KWS transplants so that an immediate inspection of the alleged affected crops can be made. Buyer or User shall notify KWS immediately in writing, but in no case later than (10) days after any defect or other basis of such claim is discovered or should have been discovered. Any such time made for which KWS did not receive written notice within (10) days shall be barred.

### Fabrication:

1. Warranties and Limitation of Liability: All products sold by KWS are subject to each manufacturer's respective warranties. This warranty does not include labor for removal or installation of the defective part(s) nor does it include any consequential damage. Warranty from manufacturer does not cover travel time nor freight costs for shipping warranted part(s) from manufacturer to desired receiving location. Products constructed by KWS are warranted for (6) months, starting from date of purchase by first user. Warranty only covers defects in materials or workmanship during the warranty period and does not cover products deemed to be abused nor neglected by Buyer. BUYER AGREES THAT KWS SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER INCLUDING LOSS OF PROFIT, YIELD AND ANY OTHER DAMAGES ARISING OUT OF, OR RELATED, TO THE EQUIPMENT.
2. "AS-IS": Used parts or used whole goods sold by KWS are sold "AS IS-WHERE IS" with no warranty, express or implied, from KWS. Used parts or used whole goods have not been inspected and may not be in operating condition. KWS makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR USED PARTS OR USED WHOLE GOODS.
3. Lien Information: KWS reserves the right to file UCC-1 to secure the equipment until paid in full by Buyer. Buyer acknowledges that KWS can exercise its legal rights to retrieve/repossess equipment that has not been paid in full under the terms Buyer has agreed upon. In such event, Buyer shall remain liable for any costs associated with any damage or normal wear on retrieved/repossessed equipment.

### PARTS RETURN POLICY

Parts may be returned for credit subject to the following:

- \* In new and salable condition and in original packing.
- \* Accompanied by proof of purchase.
- \* Returnable to supplier, which is subject to a restocking fee.

Non-refundable parts:

- \* Special order parts.
- \* Made to order parts
- \* Goods cut to length (e.g. hose, tubing).

Handling charges for acceptable returns are:

- \* Stock parts returned within 0-15 calendar days of purchase..... No Charge
- \* Stock parts returned 16-60 calendar days of purchase ..... 15%
- \* Non-Stock parts returned 0-60 calendar days of purchase ..... 20%

# INVOICE



Keithly-Williams Seeds Inc.  
5702 W County 8 1/2 St.  
Yuma, AZ 85364  
Tel: (760) 356-5533  
Fax: (760) 356-2409

INVOICE NUMBER: SI-US-168063  
INVOICE DATE: 3/24/2021  
PAYMENT TERMS: 5%30,NET 30  
CUSTOMER PO NO.:  
SHIPPING NO.: SS-US-126114  
SHIPPING FROM: KW-IDAHO  
SHIPPING DATE: 3/24/2021  
SHIP VIA: KW Truck  
SHIPPING AGENT: KW  
TRACKING NO.:

BUYER ID: C0000235

**SOLD TO:**

Baker & Murakami Produce  
PO Box 9  
Ontario, OR 97914

**SHIP TO:**

Baker & Murakami Produce - Kris Yano  
PO Box 9  
Ontario, OR 97914

SALES ORDER: SO-US-095366

SALES PERSON: Josh Robertson

| DESCRIPTION   | QUANTITY | UNIT PACK | PRICE    | TOTAL    |
|---|----------|-----------|----------|----------|
| Red Carpet Onion<br>Specie: ONION, Lot No.: 173450, Source Lot: 1506734, Seed Count: 15,391, Treatment: Farmore F300/<br>Azxystbrbn/Fludioxonil/Mefenoxam, Coating Code: 37395.001-64890, Coating Type: Kam Kot 13.5,<br>Producer: BEJO SEEDS INC, Germ Result: 94, Germ Test Date: 01/20/21, Origin: USA | 1        | 500M      | 2,049.00 | 2,049.00 |
| Redwing Onion<br>Specie: ONION, Lot No.: 179406, Source Lot: 1507887, Seed Count: 18,847, Treatment: Farmore F1500/<br>Apron/Cruiser/Dynasty/Maxim/Regard, Coating Code: 3545152, Coating Type: Incotec 118 Opti, Producer:<br>BEJO SEEDS INC, Germ Result: 93, Germ Test Date: 02/01/21, Origin: USA     | 1        | 500M      | 2,349.00 | 2,349.00 |

If paid by 04/23/21, you may pay \$4,178.10, which is a discount of \$219.90 or 5%.  
Seed does not contain genetically modified organisms (GMOs), to the best of our knowledge.

Buyer agrees to accept and pay for the seeds in amounts and at the price set forth above, and all costs including attorney's fees if a legal action is necessary to enforce the terms and conditions of this contract. Furthermore, BUYER has read and agrees to the Warranty, Disclaimer or Other Warranties, and Limitations of Liability as set for on the back of this document.

2  
TOTAL QUANTITY  
PLEASE PAY

Total: \$4,398.00

## EXPLANATION OF FINANCE CHARGE

1. All accounts are due and payable within terms. All accounts not paid will be subject to a FINANCE CHARGE of 1- 1/2% per month or an ANNUAL PERCENTAGE RATE OF 18%, or the legal rate allowed by law, whichever is less.
2. The FINANCE CHARGE is computed on the unpaid balance of the account as of the last day of each month, which is the closing date of each billing cycle. The unpaid balance is the previous balance less any payments and credits received by the closing date.
3. No FINANCE CHARGE will be imposed if the total amount shown on the statement is received in full before the next closing date.
4. Send Inquiries regarding this statement to: Keithly-Williams Seeds, Inc. 5702 W CO 8 ½ St, Yuma AZ 85364

## NOTICE TO BUYER REGARDING LIABILITIES, WARRANTIES AND DISCLAIMERS

Other than as set forth below regarding the applicable products, Keithly-Williams Seeds, Inc. (hereinafter "KWS") DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ANY RECOMMENDATIONS FOR USE OF OUR PRODUCTS OR MATERIALS OR APPARATUS IN CONNECTION WHEREWITH ARE BASED UPON OUR BEST JUDGMENT, BUT THERE IS NO WARRANTY OF RESULTS TO BE OBTAINED IN CONNECTION THEREWITH. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

### Seed:

1. LIMITED WARRANTY: KWS warrants to the extent of the purchase price, that the seeds we sell will be labeled as required by law and that they will conform to the label description within tolerances recognized in the seed industry.
2. LIMITATION OF LIABILITY: Our liability and responsibility for all losses suffered or damages sustained with respect to the purchase and use of the seed we sell is limited to the PURCHASE PRICE OF SUCH SEED, whether such damage or loss results from breach of the foregoing warranty from our negligence, or otherwise, and regardless of the nature, cause or extent of loss or damage. The buyer's exclusive remedy in all cases shall be limited to recovery of an amount not to exceed the amount of such purchase price.

### Transplants:

1. Limitation of Warranty and Liability: BUYER'S AND USER'S EXCLUSIVE REMEDY AND KWS' SOLE LIABILITY FOR LOSS OR DAMAGE ARISING FROM PURCHASE OR USE OF KWS PRODUCTS, SHALL BE AN AMOUNT EQUAL TO THE PRICE PAID FOR THE SEEDS AND TRANSPLANTS GROWN, IF ANY. BUYER OR USER MAY NOT RECOVER ANY AMOUNT FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR YIELD AND AMOUNTS EXPENDED IN USING SUCH TRANSPLANTS. This Limitation of Warranty and Liability shall be applicable to any claim presented to KWS, whether the legal theory forming the basis of such claim involves contract, tort, negligence, strict liability or otherwise. Buyer and User agree that if KWS, refunds an amount equal to the price of Buyer or User paid for KWS for transplants, this Limitation of Warranty and Liability will not have failed of its essential purpose.
2. SEED PRODUCER WARRANTY TERMS IMPLIED: KWS assumes no risk and provides no warranties in regards to seed that is used in the process of growing customer's transplants. Buyer or User must acknowledge that all seeds sown to produce transplants are warranted under the Seed Producers' Warranty Label. Those warranties, claims and liabilities are provided on the packaging of said Seed Producers seed. ALL WARRANTIES REGARDING SEED BORNE DISEASE, EITHER EXPRESSED OR IMPLIED, FALL UNDER THE SEED PRODUCER'S DISCLAIMERS OF WARRANTY, CLAIMS AND LIMITATION OF LIABILITY PROVISIONS.
3. CLAIMS: KWS must have prompt notice of any claim from the use of KWS transplants so that an immediate inspection of the alleged affected crops can be made. Buyer or User shall notify KWS immediately in writing, but in no case later than (10) days after any defect or other basis of such claim is discovered or should have been discovered. Any such time made for which KWS did not receive written notice within (10) days shall be barred.

### Fabrication:

1. Warranties and Limitation of Liability: All products sold by KWS are subject to each manufacturer's respective warranties. This warranty does not include labor for removal or installation of the defective part(s) nor does it include any consequential damage. Warranty from manufacturer does not cover travel time nor freight costs for shipping warranted part(s) from manufacturer to desired receiving location. Products constructed by KWS are warranted for (6) months, starting from date of purchase by first user. Warranty only covers defects in materials or workmanship during the warranty period and does not cover products deemed to be abused nor neglected by Buyer. BUYER AGREES THAT KWS SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER INCLUDING LOSS OF PROFIT, YIELD AND ANY OTHER DAMAGES ARISING OUT OF, OR RELATED, TO THE EQUIPMENT.
2. "AS-IS": Used parts or used whole goods sold by KWS are sold "AS IS-WHERE IS" with no warranty, express or implied, from KWS. Used parts or used whole goods have not been inspected and may not be in operating condition. KWS makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR USED PARTS OR USED WHOLE GOODS.
3. Lien Information: KWS reserves the right to file UCC-1 to secure the equipment until paid in full by Buyer. Buyer acknowledges that KWS can exercise its legal rights to retrieve/repossess equipment that has not been paid in full under the terms Buyer has agreed upon. In such event, Buyer shall remain liable for any costs associated with any damage or normal wear on retrieved/repossessed equipment.

### PARTS RETURN POLICY

Parts may be returned for credit subject to the following:

- \* In new and salable condition and in original packing.
- \* Accompanied by proof of purchase.
- \* Returnable to supplier, which is subject to a restocking fee.

Non-refundable parts:

- \* Special order parts.
- \* Made to order parts
- \* Goods cut to length (e.g. hose, tubing).

Handling charges for acceptable returns are:

- \* Stock parts returned within 0-15 calendar days of purchase..... No Charge
- \* Stock parts returned 16-60 calendar days of purchase ..... 15%
- \* Non-Stock parts returned 0-60 calendar days of purchase ..... 20%



**GOWAN SEED  
COMPANY**

**INVOICE**

Page No - 1  
 Invoice Date - 03/22/2021  
 Branch/Plant - VALE  
 Order Number - 1232885  
 Invoice Number - 20013680

Sold To: 80512  
 Baker-Muranaka  
 PO BOX 9  
 Ontario, OR 97914

Ship To: 80512  
 Yano Farms  
 5316 Hwy 201  
 Ontario OR 97914  
 United States

Cust. P.O.: HT 34723 KRIS YANO      Freight Code:      Order Date: 03/21/2021  
 Territory: 8949      Ship Via:

| Line # | Item Number      | Description                            | Qty Shipped | UM | Price / UM | Extended Price | Tax |
|--------|------------------|--|-------------|----|------------|----------------|-----|
| 1.000  | 66436            | Red Bull Skagitkote FI500<br>Onion/Red | 1,000.00    | /M | 3.984 /M   | 3,984.00       | N   |
|        | 1506092~11112109 |  | 94% 1/21    |    |            |                |     |
|        | S/C 14,791       |  | 500M        |    |            |                |     |

Terms: Net 30 Days

**Total Due By**      04/21/2021      3,984.00

*discount?*

**Remit Payment To: PO Box 190 Chualar, CA 93925**  
 A finance charge of 1.25% per month (15% per annum) will be charged on all accounts not paid within terms of sale.  
**PO Box 190, Chualar, CA 93925 Office (831) 679-1900 Fax (831) 679-2464**



**GOWAN SEED  
COMPANY**

**INVOICE**

Page No - 1  
 Invoice Date - 03/22/2021  
 Branch/Plant - CHS  
 Order Number - 1215083  
 Invoice Number - 20013639

Sold To: 80512  
 Baker-Muranaka  
 PO BOX 9  
 Ontario, OR 97914

Ship To: 80512  
 Yano Farms  
 5316 Hwy 201  
 Ontario OR 97914  
 United States

Cust. P.O.: HT 34702/34707/34718      Freight Code:      Order Date: 12/29/2020  
 Territory: 8949      Ship Via:

| Line # | Item Number                   | Description                             | Qty Shipped | UM | Price / UM | Extended Price | Tax |
|--------|-------------------------------|---|-------------|----|------------|----------------|-----|
| 10.000 | 69536                         | Icepearl Skagitkote 13.5/F500<br>Onion  | 2,000.00    | /M | 3.524 /M   | 7,048.00       | N   |
|        | 1506252-28052105              |   | 93% 1/21    |    |            |                |     |
|        | S/C 14,954                    |   | 500M        |    |            |                |     |
|        | <b>5 PAILS</b>                |   |             |    |            |                |     |
| 20.000 | 66436                         | Red Bull Skagitkote FI500<br>Onion/Red  | 1,040.00    | /M | 3.984 /M   | 4,143.36       | N   |
|        | 1506092-03102103              |   | 94% 1/21    |    |            |                |     |
|        | S/C 14,914                    |   | 500M        |    |            |                |     |
|        | <b>4 PAILS</b>                |   |             |    |            |                |     |
| 41.000 | 69536                         | Icepearl Skagitkote 13.5/F500<br>Onion  | 500.00      | /M | 3.524 /M   | 1,762.00       | N   |
|        | 1315236-26092003              |   | 85% 1/21    |    |            |                |     |
|        | S/C 15,290                    |   | 500M        |    |            |                |     |
| 42.000 | 66387                         | Tucannon 2011 Skagitkote FI500<br>Onion | 2,500.00    | /M | 3.374 /M   | 8,435.00       | N   |
|        | 103705324-0203174087-02102108 |   | 98% 12/20   |    |            |                |     |
|        | S/C 15,290                    |   | 500M        |    |            |                |     |

Terms: Net 30 Days

**Total Due By 04/21/2021 21,388.36**

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**PO Box 190, Chualar, CA 93925 Office (831) 679-1900 Fax (831) 679-2464**

# INVOICE

Keithly-Williams Seeds Inc.  
5702 W County 8 1/2 St.  
Yuma, AZ 85364  
Tel: (760) 356-5533  
Fax: (760) 356-2409

INVOICE NUMBER: SI-US-168283  
INVOICE DATE: 3/31/2021  
PAYMENT TERMS: 5%30,NET 30  
CUSTOMER PO NO.:  
SHIPPING NO.: SS-US-126531  
SHIPPING FROM: KW-IDAHO  
SHIPPING DATE: 3/31/2021  
SHIP VIA: KW Truck  
SHIPPING AGENT: KW  
TRACKING NO.:

BUYER ID: C0000235

**SOLD TO:**

Baker & Murakami Produce  
PO Box 9  
Ontario, OR 97914

**SHIP TO:**

Baker & Murakami Produce - Kris Yano  
Ontario, OR 97914

SALES ORDER: SO-US-095565

SALES PERSON: Josh Robertson

| DESCRIPTION  | QUANTITY | UNIT PACK | PRICE    | TOTAL    |
|--|----------|-----------|----------|----------|
| Red Bull Onion<br>Specie: ONION, Lot No.: 147093, Source Lot: 1220228, Seed Count: 16,800, Treatment: Frmr FI500/<br>Azzystbrn/Fldoxnl/Spnsd/Tmtx/Thrm, Coating Code: 19081810-10745, Coating Type: Skagitkote 13.5,<br>Producer: BEJO SEEDS INC, Germ Result: 89, Germ Test Date: 11/05/20, Origin: Italy | 1        | 500M      | 2,019.00 | 2,019.00 |

If paid by 04/30/21, you may pay \$1,918.05, which is a discount of \$100.95 or 5%.  
Seed does not contain genetically modified organisms (GMOs), to the best of our knowledge.

Buyer agrees to accept and pay for the seeds in amounts and at the price set forth above, and all costs including attorney's fees if a legal action is necessary to enforce the terms and conditions of this contract. Furthermore, BUYER has read and agrees to the Warranty, Disclaimer or Other Warranties, and Limitations of Liability as set for on the back of this document.

1  
TOTAL QUANTITY  
PLEASE PAY

Total: \$2,019.00

## EXPLANATION OF FINANCE CHARGE

1. All accounts are due and payable within terms. All accounts not paid will be subject to a FINANCE CHARGE of 1- 1/2% per month or an ANNUAL PERCENTAGE RATE OF 18%, or the legal rate allowed by law, whichever is less.
2. The FINANCE CHARGE is computed on the unpaid balance of the account as of the last day of each month, which is the closing date of each billing cycle. The unpaid balance is the previous balance less any payments and credits received by the closing date.
3. No FINANCE CHARGE will be imposed if the total amount shown on the statement is received in full before the next closing date.
4. Send Inquiries regarding this statement to: Keithly-Williams Seeds, Inc. 5702 W CO 8 ½ St, Yuma AZ 85364

## NOTICE TO BUYER REGARDING LIABILITIES, WARRANTIES AND DISCLAIMERS

Other than as set forth below regarding the applicable products, Keithly-Williams Seeds, Inc. (hereinafter "KWS") DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ANY RECOMMENDATIONS FOR USE OF OUR PRODUCTS OR MATERIALS OR APPARATUS IN CONNECTION WHEREWITH ARE BASED UPON OUR BEST JUDGMENT, BUT THERE IS NO WARRANTY OF RESULTS TO BE OBTAINED IN CONNECTION THEREWITH. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

### Seed:

1. LIMITED WARRANTY: KWS warrants to the extent of the purchase price, that the seeds we sell will be labeled as required by law and that they will conform to the label description within tolerances recognized in the seed industry.
2. LIMITATION OF LIABILITY: Our liability and responsibility for all losses suffered or damages sustained with respect to the purchase and use of the seed we sell is limited to the PURCHASE PRICE OF SUCH SEED, whether such damage or loss results from breach of the foregoing warranty from our negligence, or otherwise, and regardless of the nature, cause or extent of loss or damage. The buyer's exclusive remedy in all cases shall be limited to recovery of an amount not to exceed the amount of such purchase price.

### Transplants:

1. Limitation of Warranty and Liability: BUYER'S AND USER'S EXCLUSIVE REMEDY AND KWS' SOLE LIABILITY FOR LOSS OR DAMAGE ARISING FROM PURCHASE OR USE OF KWS PRODUCTS, SHALL BE AN AMOUNT EQUAL TO THE PRICE PAID FOR THE SEEDS AND TRANSPLANTS GROWN, IF ANY. BUYER OR USER MAY NOT RECOVER ANY AMOUNT FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR YIELD AND AMOUNTS EXPENDED IN USING SUCH TRANSPLANTS. This Limitation of Warranty and Liability shall be applicable to any claim presented to KWS, whether the legal theory forming the basis of such claim involves contract, tort, negligence, strict liability or otherwise. Buyer and User agree that if KWS, refunds an amount equal to the price of Buyer or User paid for KWS for transplants, this Limitation of Warranty and Liability will not have failed of its essential purpose.
2. SEED PRODUCER WARRANTY TERMS IMPLIED: KWS assumes no risk and provides no warranties in regards to seed that is used in the process of growing customer's transplants. Buyer or User must acknowledge that all seeds sown to produce transplants are warranted under the Seed Producers' Warranty Label. Those warranties, claims and liabilities are provided on the packaging of said Seed Producers seed. ALL WARRANTIES REGARDING SEED BORNE DISEASE, EITHER EXPRESSED OR IMPLIED, FALL UNDER THE SEED PRODUCER'S DISCLAIMERS OF WARRANTY, CLAIMS AND LIMITATION OF LIABILITY PROVISIONS.
3. CLAIMS: KWS must have prompt notice of any claim from the use of KWS transplants so that an immediate inspection of the alleged affected crops can be made. Buyer or User shall notify KWS immediately in writing, but in no case later than (10) days after any defect or other basis of such claim is discovered or should have been discovered. Any such time made for which KWS did not receive written notice within (10) days shall be barred.

### Fabrication:

1. Warranties and Limitation of Liability: All products sold by KWS are subject to each manufacturer's respective warranties. This warranty does not include labor for removal or installation of the defective part(s) nor does it include any consequential damage. Warranty from manufacturer does not cover travel time nor freight costs for shipping warranted part(s) from manufacturer to desired receiving location. Products constructed by KWS are warranted for (6) months, starting from date of purchase by first user. Warranty only covers defects in materials or workmanship during the warranty period and does not cover products deemed to be abused nor neglected by Buyer. BUYER AGREES THAT KWS SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER INCLUDING LOSS OF PROFIT, YIELD AND ANY OTHER DAMAGES ARISING OUT OF, OR RELATED, TO THE EQUIPMENT.
2. "AS-IS": Used parts or used whole goods sold by KWS are sold "AS IS-WHERE IS" with no warranty, express or implied, from KWS. Used parts or used whole goods have not been inspected and may not be in operating condition. KWS makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR USED PARTS OR USED WHOLE GOODS.
3. Lien Information: KWS reserves the right to file UCC-1 to secure the equipment until paid in full by Buyer. Buyer acknowledges that KWS can exercise its legal rights to retrieve/repossess equipment that has not been paid in full under the terms Buyer has agreed upon. In such event, Buyer shall remain liable for any costs associated with any damage or normal wear on retrieved/repossessed equipment.

### PARTS RETURN POLICY

Parts may be returned for credit subject to the following:

- \* In new and salable condition and in original packing.
- \* Accompanied by proof of purchase.
- \* Returnable to supplier, which is subject to a restocking fee.

Non-refundable parts:

- \* Special order parts.
- \* Made to order parts
- \* Goods cut to length (e.g. hose, tubing).

Handling charges for acceptable returns are:

- \* Stock parts returned within 0-15 calendar days of purchase..... No Charge
- \* Stock parts returned 16-60 calendar days of purchase ..... 15%
- \* Non-Stock parts returned 0-60 calendar days of purchase ..... 20%

# INVOICE



Keithly-Williams Seeds Inc.  
5702 W County 8 1/2 St.  
Yuma, AZ 85364  
Tel: (760) 356-5533  
Fax: (760) 356-2409

INVOICE NUMBER: SI-US-168316  
INVOICE DATE: 4/5/2021  
PAYMENT TERMS: 5%30,NET 30  
CUSTOMER PO NO.:  
SHIPPING NO.: SS-US-126634  
SHIPPING FROM: KW-IDAHO  
SHIPPING DATE: 4/5/2021  
SHIP VIA: KW Truck  
SHIPPING AGENT: KW  
TRACKING NO.:

BUYER ID: C0000235

**SOLD TO:**

Baker & Murakami Produce  
PO Box 9  
Ontario, OR 97914

**SHIP TO:**

Baker & Murakami Produce - Kris Yano  
Ontario, OR 97914

SALES ORDER: SO-US-095565

SALES PERSON: Josh Robertson

| DESCRIPTION  | QUANTITY | UNIT PACK | PRICE    | TOTAL    |
|--|----------|-----------|----------|----------|
| Red Carpet Onion<br>Specie: ONION, Lot No.: 173458, Source Lot: 1506734, Seed Count: 15,462, Treatment: Frmr FI500/<br>Azystrbn/Fldoxnl/Mfnxm/Spnsd/Thmthxm, Coating Code: 37395.01-64891, Coating Type: Kam Kot 13.5,<br>Producer: BEJO SEEDS INC, Germ Result: 94, Germ Test Date: 01/20/21, Origin: USA | 2        | 500M      | 2,149.00 | 4,298.00 |

If paid by 05/05/21, you may pay \$4,083.10, which is a discount of \$214.90 or 5%.  
Seed does not contain genetically modified organisms (GMOs), to the best of our knowledge.

Buyer agrees to accept and pay for the seeds in amounts and at the price set forth above, and all costs including attorney's fees if a legal action is necessary to enforce the terms and conditions of this contract. Furthermore, BUYER has read and agrees to the Warranty, Disclaimer or Other Warranties, and Limitations of Liability as set for on the back of this document.

2  
TOTAL QUANTITY  
PLEASE PAY

Total: \$4,298.00

## EXPLANATION OF FINANCE CHARGE

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2. The FINANCE CHARGE is computed on the unpaid balance of the account as of the last day of each month, which is the closing date of each billing cycle. The unpaid balance is the previous balance less any payments and credits received by the closing date.
3. No FINANCE CHARGE will be imposed if the total amount shown on the statement is received in full before the next closing date.
4. Send Inquiries regarding this statement to: Keithly-Williams Seeds, Inc. 5702 W CO 8 1/4 St, Yuma AZ 85364

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### Transplants:

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2. SEED PRODUCER WARRANTY TERMS IMPLIED: KWS assumes no risk and provides no warranties in regards to seed that is used in the process of growing customer's transplants. Buyer or User must acknowledge that all seeds sown to produce transplants are warranted under the Seed Producers' Warranty Label. Those warranties, claims and liabilities are provided on the packaging of said Seed Producers seed. ALL WARRANTIES REGARDING SEED BORNE DISEASE, EITHER EXPRESSED OR IMPLIED, FALL UNDER THE SEED PRODUCER'S DISCLAIMERS OF WARRANTY, CLAIMS AND LIMITATION OF LIABILITY PROVISIONS.
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2. "AS-IS": Used parts or used whole goods sold by KWS are sold "AS IS-WHERE IS" with no warranty, express or implied, from KWS. Used parts or used whole goods have not been inspected and may not be in operating condition. KWS makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR USED PARTS OR USED WHOLE GOODS.
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