



Memphis Warehouses

Schedule of Charges and Rules

Effective: August 1, 2009
Subject to Change Without Notice

W794505

Cotton Trade Warehouse
P.O. Box 80366
2751 Matthews Avenue
Memphis, TN 38108-0366

Phone

(901) 454-7851

Fax

(901) 454-7853

Warehouse Contact: Tom Rodman / tom_rodman@cargill.com

W794510

Cargill Cotton Warehouse
2128 Troyer Avenue
Memphis, TN 38114

Phone

(901) 946-5177

Fax

(901) 946-5178

Warehouse Contact: Eddie Staggers / eddie_staggers@cargill.com

Holidays: New Year's Day, Martin Luther King Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve and Christmas Day.

Working Hours: The normal working hours of both warehouses shall be from 7:30 a.m. to 4:00 p.m. on business days each week. Making special arrangements may provide services at other times. Hours may change during summer months. Loading and unloading hours cut off 30 minutes prior to closing time.

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- 1. **RECEIVING:** Tagging, weighing on arrival, sampling if requested, issuing warehouse receipts and placing in storage, per bale.....\$2.25
 - HVI Classing**, per bale.....\$2.00
- 2. **COVERING SAMPLE HOLES** on bales sampled on arrival (to be billed at end of month), per bale\$1.50
- 3. **STORAGE AND INSURANCE:** Per bale, per month or fraction thereof.....\$4.00
- 4. **SHIPPING:** Includes picking out by tag number, removing from storage, marking one line of not more than five characters, and loading to rail, truck or container, per bale.....\$14.25
 - (A) **RUSH ORDERS:** Shipments requested and agreed to by management to be shipped in five (5) business days or less, per bale.....\$3.25
 - (B) **SMALL SHIPMENT SURCHARGE:** All cotton removed from storage for any services including, but not limited to, weighing, sampling and/or loading by cars, trucks or containers in 20 bale lots or less – an extra handling charge will be applied, per bale.....\$1.50
- 6. **ADDITIONAL MARKING** or branding, per bale.....\$0.50
- 7. **REARRANGING OR REWORKING** cotton on truck for any purpose, per bale.....\$1.00
- 8. **DELAYED SHIPPING:** If cotton fails to ship within 5 business days after receipt of complete shipping orders and on the date agreed upon, storage will stop effective on that date and a penalty to the customer will be paid, per bale.....\$6.25
- 9. **DELAYED PICK-UP:** If Cotton is not picked up by the 1st business day following the agreed scheduled pick-up date, a charge will be assessed. Storage will continue until the pick-up date. Cotton not picked-up within 10 days after the agreed scheduled pick-up date will be returned to stock and subject to a restocking fee (see Tariff charge 10), per bale\$6.25
- 10. **RESTOCKING:** After break-out, shipping orders canceled for any reason, or cotton not picked up within ten (10) days after scheduled date, will be returned to stock, per bale.....\$8.50
- 11. **REWEIGHING / RESAMPLING:**
 - Reweighing at time of shipment, per bale.....\$2.00
 - Resampling at time of shipment, per bale.....\$5.00
 - Reweighing except time of shipment, per bale.....\$5.00
 - Resampling except at time of shipment, per bale.....\$6.00
 - Reweighing and Resampling at time of shipment, per bale.....\$6.50
 - Reweighing and Resampling except at time of shipment, per bale.....\$7.50
 - Drawing an extra set of samples, per bale.....\$0.50
 - Type, per bale.....\$15.00

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12. TRANSIT COTTON

- A. Handling compressed cotton for consolidation and reshipment if for immediate shipment, and shipping instructions in our possession prior to arrival, will be received and loaded, per bale.....\$4.25
- B. Additional charge for handling less than 20 bales in transit, per bale.....\$2.00

13. **TRANSIT STORAGE RATE:** A storage rate will be assessed on transit cotton if in our possession for more than five business days, per month.....\$3.25

14. **BLOCK:** Lots of 50 to 200 bales. Cotton to be held in block exactly as received (no work shall be done to cotton) and shipped exactly as received. Regular Storage plus handling, per bale.....\$4.25

BLOCK SORTING: Picking out bales by tag number, removing from original block, placing in another block or returning to stock, per bale.....\$4.25

15. **LOADING AND UNLOADING** after normal working hours, per load.....\$100.00

16. **RECONDITIONING:**

- Brushing cotton at time of receipt, per bale\$3.50
- Drying cotton received wet but undamaged, per bale.....\$2.00
- Rebanding cotton at time of receipt, per bale.....\$8.00
- Rebagging cotton at time of receipt, per bale.....\$5.50

2009 Tariff Schedule of Rules

1. All accrued charges will be billed and collected from party surrendering warehouse receipt. All bills are due and collectible within seven days. Drafts may be drawn for all invoices that are not paid within nine (9) days after issuance.
2. Accrued storage charges may be paid through any desired date but no credit will be allowed for unused portion of month's storage. The new storage month will begin the day following payment date. Any fractional part of storage month will be counted as a full month. This applies to all cotton whether or not it involves change of ownership between parties including United States, State or City Governmental Departments or agencies.
3. All accrued charges are payable on May 31st of each year upon demand of Cargill.
4. **Shipment Standards:** Except when prevented from doing so by Act of God or force majeure, a mandatory, non-commutative, minimum weekly standard for bales to be shipped or made ready for scheduled delivery that week shall be not less than 4.5% of our CCC licensed capacity in effect during the week of shipment.
5. Complete shipping orders must be received five business days before the time in which they are to be shipped in order to be included in the 4.5% weekly shipment capacity. Bales subject to said standard in any week and not shipped shall be the first bales shipped out during the following week and shall be credited against the shipping standard requirement for said week.

IMMEDIATE and FUTURE SHIPMENTS: Storage and insurance charges will cease on rail and truck shipments on the date the cotton is loaded. Tariff Charge No. 8 will apply should delayed shipment occur.

- A) Cotton will not be delivered or placed in a break or set up for shipment until original receipts have been surrendered.
 - B) If rail cars are not available, storage and insurance charges will cease on the date cars are placed on our tracks.
 - C) If trucks do not pick-up on the scheduled date, a per bale charge will be assessed (see Tariff Charge No. 9 and 10) and storage and insurance will continue until the cotton is loaded.
 - D) Storage and insurance charges shall cease as provided above: However, storage and/or other charges shall continue to accrue until loaded should delay in handling be caused by Act of God (weather, fire, flood, insurrection, riot, strike, labor dispute, non-availability of transportation facilities and any other causes beyond our control). Storage will not continue where there are shortages of and/or strikes by warehouse labor. In the case of strikes by warehouse labor, storage charges for cotton under shipping order will be discontinued per the items of this section if the cotton is for a bona fide sale. The warehouseman will be reimbursed for out-of pocket expenses such as insurance on the cotton involved.
 - E) All days are business days except Saturdays, Sundays and holidays.
6. Lien is claimed upon cotton for all accrued charges and freight charges advanced by this Company.

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7. Cotton will not be turned out for marking, remarking, sampling, resampling, weighing, or reweighing without a written order from the owner.
8. Shipping orders covering transit cotton and/or cotton for carload consolidation must be lodged with warehouse before arrival of cotton.
9. This company will accept no liability for loss or unmerchantability of cotton received with insufficient, inadequate, low quality or defective bale covering and/or bale ties.
10. This company is not liable or responsible for accidents, delays in handling caused by strikes, labor disputes, any other cause beyond its control, concealed damage, water packs, gin falls, interior damage, dampness, any irregular condition not apparent, acts of Providence, or acts of the public enemy except as otherwise required by United States Warehouse Act and Regulations thereunder.
11. Actual labor costs and other expenses incurred, and not specifically mentioned herein, when in direct interest of Owners, shall be charged to party benefited by same, such service to be fully described on bills rendered.
12. All cotton received in wet, muddy or damaged condition shall be subject to rejection.
 - A) This company does not guarantee weights on dry cotton.
 - B) When wet or damaged cotton is weighed, weighers will exercise their best judgment in making deduction, but this company does not guarantee such weighing.
13. Tare shown is identical tare as certified to us by the ginner or from information furnished by previous warehouseman.
14. When cotton is ordered delivered to pickery or others and is to be returned, all handling and storage charges accrued to date will be billed and collected, and the cotton so returned, will be handled as new receipts, furnishing all desired reference as to old warehouse numbers, planter's mark, etc.
15. Demurrage or other time penalty charges will not be absorbed by this company, but due diligence will be used to receive and deliver goods promptly.
16. For transferring ownership of record where no physical operation is involved, there will be no charge. New storage will begin on date of transfer, and credit will not be allowed storers for unused portion of month's storage. Original storer will pay all storage and other charges up to and including date of transfer. New storer will be charged at current rate.
17. This company does not guarantee:
 - A) Density
 - B) Cotton shipped from its plant, but compressed at other than its plant.
 - C) Cotton which has been excessively sampled.
 - D) Cotton wrapped in unacceptable bagging material will pass Maritime inspection at the ports.
18. This company will carry all risk insurance (except war risk, and loss or damage resulting from nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled. Direct loss or damage by fire resulting from nuclear reaction or nuclear radioactive contamination is insured against) against direct loss or damage to baled cotton while legally in the custody of this company and/or until such baled cotton is delivered to rail cars or on board trucks.

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- A) In case of loss or damage resulting from fire, flood or other causes set out above, the amount of loss or damage shall be the actual cash value of the cotton, determined as follows: The actual cash value provided for in this insurance coverage shall be the market value (see NOTE 17B) of uncompressed cotton based upon the nearest applicable USDA Spot Market Quotations for the location where the loss occurs at the time and place of loss, adjusted for any appropriate freight differential or current loan value, whichever is higher. In case of no USDA Spot Quotation on the date of loss, the quotations of the Market on the next date following the loss will be used.
- B) Our insurance coverage has no relation to the price for which baled cotton may have been or could be sold or booked. Our insurance covers ONLY THE MARKET VALUE of the cotton at the time and place of loss.
19. A special contract with Commodity Credit Corporation covering acquired or pooled cotton stored by this Company provides that this company shall be released from the terms and conditions of the tariff and provisions contained in warehouse receipt relating to insurance at time cotton is pooled or acquired. This company shall be released from the terms and conditions of Commodity Credit Corporation contract upon the sale or transfer of the cotton to any other person, firm, agency, governmental or otherwise. Such cotton upon sale or transfer by the Commodity Credit Corporation will be subject to tariff of this company in effect at date of sale or transfer.
20. Claims on cotton shipped from our plant will only be considered if received by our Company within 60 days from the date of shipment.

Notes:

- ✓ Warehouses do not operate a compress; therefore, any cotton received flat will be shipped flat.
- ✓ No attempts will be made to arrange compression with some other facility.