

TARIFF OF

UNITED

AGRICULTURAL

COOPERATIVE, INC.

COTTON

WAREHOUSE

EL CAMPO, TEXAS

EFFECTIVE 7-1-2013

This cancels all previous tariffs and is subject to change without notice. However, efforts will be made to furnish interested parties with new tariff or advise of changes as quickly as possible.

**P. O. Box 826 - 219 Sam Bishkin Road
El Campo, TX 77437**

U.S.D.A. Warehouse Code: 848548

Phone (979) 543-4101 Fax (979) 543-1758

SCHEDULE OF CHARGES FOR UNITED AGRICULTURAL COOPERATIVE, INC COTTON WAREHOUSE

RATE PER BALE

- 1. **RECEIVING**, INCLUDES WEIGHING ON ARRIVAL, ISSUING WAREHOUSE RECEIPT AND PLACING IN STORAGE **3.50**
- 2. **STORAGE**, EACH MONTH OR FRACTIONAL PART THEREOF **2.50**
- 3. **INSURANCE**, PER BALE PER MONTH OR FRACTION THEREOF CALCULATED TO DATE OF SHIPMENT **.15**
- 4. **SHIPPING**, PER BALE INCLUDES PICKING OUT BY TAG NUMBERS, REMOVING FROM STORAGE, LETTER MARK AND LOADING ON TRANSPORTING VEHICLE (TRUCK, VAN OR CONTAINER) **14.75**
EXPEDITED ORDERS (when expedited service is available) additional charge of **6.00**
- 5. **EXTRA MARKING** PER LINE OF NOT OVER SIX LETTERS PER LINE **.75**
- 6a. **SAMPLES INCLUDING REMOVING COTTON FROM & RETURNING TO STORAGE, INCLUDING CUSTOMARY HANDLING AND SACKING OF SAMPLES** **5.00**
- 6b. **SAMPLES FROM ONE SIDE ONLY (NOT REMOVING COTTON FROM STORAGE)** **2.50**
SAMPLE SACKS (EACH) **.75**
- 7. **SAMPLING**, AT THE TIME OF SHIPMENT **5.00**
- 8. **EXTRA SET OF SAMPLES** AT TIME OF ANY SAMPLING **2.00**
- 9. **WEIGHING**, AT TIME OF SHIPMENT **1.50**
- 10. **WEIGHING**, INCLUDING REMOVING COTTON FROM AND RETURNING TO STORAGE **3.00**
- 11. **WEIGHING AND SAMPLING** INCLUDING REMOVING COTTON FROM AND RETURNING TO STORAGE **6.00**
- 12. **APPLYING** SPECIAL TAGS OR LABELS AT RANDOM **.25**
APPLYING SPECIAL TAGS IN NUMBER SEQUENCE **.50**
- 13. **CANCELLATION** OF ORDER AND/OR RETURNING TO STORAGE AFTER
BREAK OUT, PER BALE **3.00**
BEFORE BREAK OUT, PER BALE **1.00**
- 14. **CONSOLIDATION** INCLUDES UNLOADING, CHECKING AND RELOADING TO OUTBOUND CONVEYANCE **4.00**
- 15. **SURCHARGE** ON ORDERS CONTAINING 10 BALES OR LESS PER ORDER **10.00**
- 16. **SERVICE** NOT RATED HEREIN WILL BE RENDERED AND BILLED AT RATE AGREED UPON AT TIME OF THE ORDER.

STORAGE

ACTUAL SHIPPING DATES ARE NECESSARY FOR TIMELY DELIVERY, COMPLETE ORDERS CONSIST OF SHIPPING INSTRUCTIONS WITH RELATED WAREHOUSE RECEIPTS OR DELIVERY OF EARLY SHIPPING ORDERS NOTIFICATION THROUGH EWR, INC., AND REQUESTED LOAD DATES.(FOR SCHEDULING PURPOSES, EARLY SHIPPING ORDERS ARE CONSIDERED THE SAME AS COMPLETE SHIPPING ORDERS.)

A. TRUCK & CONTAINER STORAGE STOPS UPON RECEIVING COMPLETE ORDER OR ON SHIPPER'S REQUESTED LOAD DATE, ASSUMING SUCH DATE IS A VALID DATE ACCEPTED BY THE COOPERATIVE. ALL SHIPMENTS WILL BE MADE AS PROMPTLY AS POSSIBLE. DUE TO THE PHYSICAL NATURE OF THE PROCESS, A PERIOD OF TIME DETERMINED BY THE NUMBER OF BALES ON PRIOR ORDERS, WEATHER CONDITIONS AND AVAILABLE LABOR WILL BE NECESSARY FOR EACH SHIPMENT. TIME REQUIRED FOR DELIVERY CAN BE OBTAINED BY INQUIRY TO THE COOPERATIVE OFFICE IN DETERMINING VALID REQUEST DATES.

B. ORDERS NOT PICKED UP AFTER 5 DAYS OF TRANSPORTATION NOTICE, WILL BE ASSESSED A "LATE PICKUP" CHARGE OF \$1.50 PER BALE, PER DAY, UNTIL PICKED UP; IN ADDITION TO OTHER CHARGES.

C. ORDERS NOT PICKED UP IN 30 DAYS OF TRANSPORTATION NOTICE WILL BE RETURNED TO STOCK AND TARIFF ITEM #13 WILL APPLY.

D. RECEIPTS FOR EARLY SHIPPING ORDERS MUST BE DELIVERED THROUGH EWR, INC., AT LEAST 3 BUSINESS DAYS PRIOR TO LOAD DATE. IF RECEIPTS ARE LATE, A \$3.00 PER BALE EXTRA HANDLING FEE WILL BE ASSESSED AND LOAD DATE WILL BE MOVED FORWARD. ORIGINAL LOAD DATE WILL BE USED TO CALCULATE "LATE PICKUP" CHARGES IN ITEM C ABOVE.

INSURANCE

FIRE INSURANCE ONLY IS CARRIED BY THE COOPERATIVE TO COVER THE BALE OF COTTON REPRESENTED BY EACH INSURED PAPER OR ELECTRONIC WAREHOUSE RECEIPT ISSUED. THE INSURANCE IS FOR THE MARKET VALUE OF EACH BALE AT THE TIME AND PLACE THE LOSS OCCURS, AND IS WRITTEN UNDER THE STANDARD FORM OF FIRE POLICY IN USE BY COTTON WAREHOUSEMEN IN STATE. GROWERS, SHIPPERS OF OTHER PERSONS HAVING COTTON STORED WITH THE COOPERATIVE, WHICH IS CONTRACTED FOR SALE AT PRICES HIGHER THAN MARKET VALUE, AS DETERMINED BY THE COOPERATIVE'S FIRE POLICY, HAVE THE RESPONSIBILITY BETWEEN CONTRACTED VALUE AND MARKET VALUE, IN THE EVENT COTTON IS DESTROYED BY FIRE, OWNER WILL BE BILLED FOR STORAGE WHICH HAS OCCURRED AND FOR ALL OTHER SERVICES WHICH HAVE BEEN PERFORMED, INCLUDING COMPRESSION. THE OWNER OF THE GOODS ASSUMES ALL RISK OF LOSS, DAMAGE, OR DELAY WHICH RESULTS FROM ACTS OF GOD, ACTS OF CIVIL OR MILITARY AUTHORITY, INVASION, INSURRECTION, RIOTS, STRIKES, SPRINKLER LEAKAGE, LOSS OF WEIGHT TO CONCEALED DAMAGE. THIS COMPANY IS NOT RESPONSIBLE FOR NON-PERFORMANCE OF ANY SERVICES DUE DIRECTLY OR INDIRECTLY TO WAR, NATIONAL EMERGENCIES OR TO ITS ABILITY TO OBTAIN PRODUCTS, MATERIALS, SUPPLIES, MACHINERY, LABOR, TRANSPORTATION FACILITIES, OR ANYTHING NECESSARY TO THE PERFORMANCE OF SERVICE REQUESTED, OR TO THE ACTION OF ANY GOVERNMENTAL BODY OR AGENCY OF THE UNITED STATES OR ANY STATE SUBDIVISION THEREOF. THIS COMPANY SHALL NOT BE LIABLE OR RESPONSIBLE FOR FAILURE TO EXECUTE SERVICE OR SHIPPING ORDERS RECEIVED IN EXCESS OF NORMAL CAPACITY TO EXECUTE.

THIS COMPANY SHALL NOT BE RESPONSIBLE FOR LOSS IN WEIGHT DUE TO NATURAL SHRINKAGE OR FLUCTUATION IN WEIGHT DUE TO CLIMATIC CONDITIONS. THIS COMPANY IS NOT RESPONSIBLE FOR INVISIBLE DAMAGE, OR INHERENT OR LATENT DEFECTS.

THIS COMPANY SHALL NOT BE LIABLE ON ANY CLAIM FOR DAMAGED COTTON WHERE SUCH DAMAGE IS NOT DISCOVERED PRIOR TO OR AT TIME OF SHIPMENT FROM ITS FACILITY UNLESS THE COMPANY IS ADVISED OF THE DAMAGE CONDITION IN WRITING WITHIN 15 DAYS FROM THE DATE OF SHIPMENT AND IS GIVEN AN OPPORTUNITY TO INSPECT THE COTTON BEFORE REPAIRING OR RECONDITIONING IS DONE.

TRUCKERS WILL BE AFFORDED THE OPPORTUNITY TO INSPECT EACH BALE LOADED FOR SURFACE CONTAMINATION, WETNESS AND PROPERLY APPLIED BAGGING AND TIES AND WILL BE REQUIRED TO SIGN STATEMENT TO THAT EFFECT. THE BALE NUMBERS NOT PASSING THIS INSPECTION MUST BE LISTED ON TRUCK LOADING NOTICE. IF THE TRUCKER REFUSES TO SIGN THIS STATEMENT, THIS COMPANY DISCLAIMS ALL LIABILITY. TRUCKS IN SUITABLE CONDITION FOR COTTON LOADING WILL NOT BE LOADED UNLESS SPECIFICALLY ORDERED TO DO BY SHIPPER, AND ALL COMPLETED LOADS MUST BE FULLY TARPED BEFORE LEAVING THE PREMISES. RESPONSIBILITY FOR BALE CONTAMINATION OCCURRING AFTER BALES LEAVE OUR WAREHOUSE MUST RESIDE WITH THE PARTY CAUSING SUCH CONTAMINATION.

COMPRESSION:

UNITED AGRICULTURAL COOPERATIVE, INC COTTON WAREHOUSE HANDLES ONLY GIN U.D. COTTON. NO RESPONSIBILITY WILL BE ASSUMED FOR PREVIOUS COMPRESSING BY OTHERS, BEING DEFECTIVE.