

TARIFF & RULES
OF
TAYLOR COMPRESS

WAREHOUSE CODES

TAYLOR PLANT #1
940015

TAYLOR PLANT #3
940025

BRYAN PLANT #2
829535

217 S. Main Street
Taylor, TX 76574

2000 E. 4th Street
Taylor, TX 76574

202 W. 15th Street
Bryan, TX 77803

DIVISION of



P.O. Box 391 Taylor, Texas 76574

Office (512) 365-5531 Fax (512) 352-5532

www.taylorcompress.com

EFFECTIVE JULY 1, 2018

SUBJECT TO CHANGE WITHOUT NOTICE

WAREHOUSE TARIFF

Effective Date
July 1, 2018

RECEIVING

PER BALE

- | | |
|--|--------|
| 1. RECEIVING, tagging, weighing on arrival, issuing warehouse receipts and placing in storage
Includes TBWEF East Texas Maintenance Fee of \$2.00 | \$4.25 |
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STORAGE AND INSURANCE

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| 2. STORAGE per month or fractional part, including fire insurance | \$2.50 |
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WEIGHING AND SAMPLING

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|--|-------------|
| 3. SAMPLES including removing cotton from & returning to storage | \$5.00 |
| 4. SAMPLING at time of shipment | \$5.00 |
| 5. DELIVERY of samples | Actual Cost |
| 6. SACKS for samples | \$1.00 |
| 7. REWEIGHING (Original and three copies of certified weight sheets) | \$2.00 |

DELIVERY

- | | |
|---|---------|
| 8. SHIPPING by tag number, marking, and loading on boxcar or truck | \$6.50 |
| 9. SURCHARGE on service order for 20 bales or less | \$0.50 |
| 10. CANCELLATION OF ORDER and return to stock after breakout | \$2.50 |
| 11. SWAPPING of shipping order: (per order on both shipping orders) | \$25.00 |
| 12. RANGING and return to storage for any purpose | \$1.50 |

COMPRESS SERVICES

- | | |
|---|--------|
| 13. UNIVERSAL DENSITY | \$9.75 |
| 14. EXTRA COMPRESSION bales 551# thru 574# net weight | \$2.50 |
| 15. EXTRA COMPRESSION bales 575# and up net weight | \$5.00 |
| 16. EXTRA MARKING (over 6 letters) or applying shipper's stickers | \$0.35 |
| 17. PATCHES (covering sample holes) | \$1.25 |

MISCELLANEOUS

- | | |
|--|--------|
| 18. TRANSIT COTTON for Compression, Consolidation, or any other purpose | \$3.50 |
| 19. DRYING WET COTTON | \$5.00 |
| 20. SPECIAL SERVICES not listed, including expedited orders when available, will be performed at rates agreed upon at time services are requested. | |
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RULES

- A. An individual receipt is issued for each bale of cotton. This receipt must be surrendered when cotton is shipped. Each receipt carries the Compress Tag Number, and this number is the only one recognized by the Compress. The receipt contains the terms and conditions under which cotton is received and held and it is understood that these terms and conditions are accepted by the holder of each receipt.
- B. All applicable charges are due upon receipt of invoice. Any adjustment of charges between buyer and seller must be made by those parties as we hold the shipper responsible for all charges. We reserve the right to make collection of all accrued charges on July 31st of each year. All charges are due and payable at our general office in Taylor, Williamson County, Texas.
- C. All cotton is held at owner's risk for any loss of damage from riot, civil commotion, act of war, strikes, floods, unavoidable casualty, inherent or latent defects, invisible or concealed damage, natural shrinkage or weather damage occurring thereto on account of its receipt in wet condition.
- D. FIRE INSURANCE provided for under the Insured Warehouse Receipt is carried under the standard form policy protected for any loss or damage by FIRE ONLY for its market value as defined in the standard form of fire policy. In the event of fire, accrued charges covering those services which have been performed must be paid by the owner. If anyone having cotton stored under this tariff has sold or contracted to sell such cotton at a price higher than the market value as defined in the insurance policy, it shall be that person's responsibility to secure any additional insurance desired to cover the difference between the market value and the contracted value.
- E. All instructions regarding handling, sampling or shipping cotton must be written in DUPLICATE AND IN NUMERICAL ORDER.
- F. Storage charges on rail, truck, and container shipments will stop five days after receiving complete shipping order or on shippers requested loading date (Assuming such date is a valid date accepted by the cooperative), except as provided by Rule G. Shipments which cannot be delivered for causes not controlled by Taylor Compress will be charged storage until loaded. Orders not picked up after 3 days of agreed upon load date will be assessed a charge of \$3.50 per bale in addition to other charges. Orders not picked up after 10 days of agreed upon load date will be assessed a \$0.50 per bale, per day, until picked up; in addition to other charges. Orders not picked up in 30 days of agreed upon load date will be returned to stock and tariff item #10 will apply. Early Shipping Orders (ESO's) or Staged Shipping Orders (SSO's) will be assessed an administrative charge of \$25.00 for each order, and receipts must be delivered through EWR, Inc. at least 3 days prior to load date. If receipts are delivered less than 3 days prior to load date, a \$2.50 per bale extra handling fee will assessed.
- G. All shipments will be made as promptly as possible. Storage and/or other charges shall continue to accrue when delays in handling caused by events beyond our control such as strikes, shortage of labor, fuel or supplies, boxcar or truck shortage, service or shipping orders received in excess of normal capacity to execute, war, etc., and the Compress will assume no liability due to any loss to the owners caused by any of the foregoing events.
- H. While this Compress will make every reasonable effort to forward an adequate and truly representative sample from every bale from which a same is properly ordered, our responsibility for missing or inadequate samples will be limited to the replacement of samples of bales still on hand in our warehouse when notice of such missing or inadequate sample is received at our warehouse.
- I. Gross weight shown on warehouse receipts is weight determined by our weigher(s). Tare shown is identical tare as certified to us by the ginners or from information furnished us by previous warehouseman. Net weight shown is our

calculation of gross weight less tare. Calculation of such net weight is not guaranteed and our liability for errors is limited to correction thereof on warehouse receipts.

- J. When called upon by the owner to reduce the weight of a bale of cotton, the order must be in writing and the warehouse receipt must be surrendered. The excess cotton will be returned to owner or the cotton may be sold to the compress.
- K. This Cooperative receives bales compressed to universal density by the gin and will be identified on warehouse receipts as "Gin UD". Universal density compression is purchased by the Cooperative and will be billed to shippers at the tariff rate. The Cooperative reserves the right to place a lien against said cotton for the compression fee.
- L. Upon sale, transfer or release of Commodity Credit Corporation cotton to any other person, firm or agency, such cotton will immediately start a new month's storage and take the rates, terms and provisions of this tariff.
- M. Claims for damaged cotton will not be considered unless we are notified in writing and given an opportunity to inspect cotton to determine need for reconditioning.
- N. The policy of Taylor Compress due to Fair Labor Standards Act and other reasons will perform services called for in this tariff during a workweek that consists of not more than 10 hours per business day or 40 hours per week. A business day shall be any normal working day, Monday thru Friday, with the exception of local, state, and national holiday.
- O. If labor is available, work on holidays or overtime work will be performed at a customer's request. Services performed pursuant to such a request will be charge to the customer at our tariff plus 50%.
- P. Taylor Compress has designated EWR, Inc. as its Electronic Warehouse Receipt provider.
- Q. Stored rack samples are no longer available. All sampling will done under tariff item #4 Please allow sufficient time for bales to be removed from storage, samples ,and returned to storage.
- R. Taylor Compress will accept "expedited shipping orders" when excess shipping capacity at the warehouse exists. An expedited shipping order is any shipping order requested in the next seven days, or over and above the CCC required shipping standard.
- S. All Cotton grown in the East Texas Maintenance Area is subject to the maintenance fee for crop years 2017 and later as shown in Tariff Item #1. For details regarding the rules, a map/listing of counties, see www.txbollweevil.org or call the Foundation at 800-687-1212. This charge is being collected at the rate set by Texas Boll Weevil Eradication Foundation and does not represent income for the Cooperative.
- T. Swapping shipping orders will not be allowed within 7 days of agreed upon load date.