



## SCHEDULE OF CHARGES AND RULES

### TENNESSEE

<u>City</u>	<u>Whse. Code</u>
Memphis.....	794516

<u>LOCATION</u>	<u>PHONE</u>	<u>MANAGER</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>RAIL AVAILABILITY</u>
Memphis	901-774-0272	Richard Hudson	6060 Primacy Parkway, Suite 400	38119-5704	ICG

### BONDED AND LICENSED UNDER PROVISIONS OF THE UNITED STATES WAREHOUSE ACT EFFECTIVE SEPTEMBER 1, 2009

Subject to Change Without Notice

This tariff covers only the warehouses listed above.

Tariffs for other warehouses are available at such warehouses and at the general office in Memphis.

**Mailing Address:** 6060 Primacy Parkway, Suite 400, Memphis, TN 38119-5704

**Telephone:** (901) 524-4000

### MEMBER OF THE COTTON WAREHOUSE ASSOCIATION OF AMERICA

#### SCHEDULE OF CHARGES

<u>ITEM</u>	<u>SERVICE</u>	<u>PER BALE</u>
1.	Receiving and issuance of electronic warehouse receipt (including U.S.D.A. Classing Fee).....	\$3.90
	NOTE: Federal Compress shall not be liable for human, computer or mechanical errors, omissions, delays, losses and damages in connection with the use of an electronic warehouse receipt unless caused by its gross negligence or willful misconduct. Federal Compress shall not be liable for indirect, special or consequential damages therefrom, and in any event, the aggregate liability shall not exceed the charges due Federal Compress under this tariff.	
2.	Storage and insurance per bale per month or fractional part thereof (See Rules Q and R) .....	3.90
3.	Compression .....	7.00
4.	Shipping: After receipt of Complete Shipping Order (see Rule C1) the Company will remove from storage by tag number, and/or marking (if requested) (1 line consisting of no more than 5 characters), and load to rail car, truck, or container .....	3.35

SEE RULE C(2) FOR PENALTY PROVISIONS, IF APPLICABLE.

5. At time of shipment including furnishing original and 4 copies of certified weight sheets:	
(a) Weighing or reweighing .....	2.00
(b) Sampling or resampling (See Rule X).....	5.50
(c) Weighing or reweighing and sampling or resampling .....	7.00
6. Removing cotton from storage and returning it to storage and:	
(a) Weighing or reweighing .....	6.00
(b) Sampling or resampling (See Rule X).....	6.00
(c) Weighing or reweighing and sampling or resampling .....	9.00
7. All export shipments must be identified as "Export" under the special instructions on the electronic shipping order; all shipments identified as export will be marked and inspected per phytosanitary requirements unless instructed otherwise:	
(a) Marking and/or branding on export cotton (more than 5 characters) .....	.50/line
(b) Applying special tags or mark by bale number.....	1.00
8. Late pickup or changes to shipping orders:	
(a) Conversion of early shipping orders to complete shipping orders (See Rule C).....	18.00 per order
(b) Total or partial cancellation of shipping orders made more than 4 days prior to scheduled ship date...	30.00 per order
(c) Changes (exclusive of cancellation or conversion) to shipping orders.....	18.00 per order
(d) Cancellation of order made less than 4 days prior to scheduled ship date.....	6.00
(e) Changes in pickup date made less than 4 days prior to scheduled ship date will be considered late pickup.....	3.90
(f) Cancellation of order after scheduled ship date will be assessed a late fee (See Rule C4) in addition to a restocking fee of.....	2.75
9. Furnishing extra copies of certified weight sheets, set of 5 or any part thereof .....	.15
10. Delivery of samples (bags, postage, express, parcel post, etc.) .....	Actual Cost
11. Transit cotton for consolidation or for any purpose, if for immediate shipment and shipping instructions in our possession prior to arrival, will be received and loaded (See Rule P and Rule Q) .....	4.00
NOTE: TIME LIMITATION ON TRANSIT COTTON:	
Five days, excluding Saturdays, Sundays and Holidays (See Rule D), will be allowed for assembling transit cotton and carload consolidation. If on hand over five days, excluding Saturdays, Sundays and Holidays, the daily storage rate will apply from date received (See Rule H). Further, if on hand over 30 days, said cotton will be tagged into stock.	
12. Daily storage rate on transit cotton on hand more than 5 days will be assessed from date of receipt .....	.10
13. Rearranging or reworking cotton on or in truck for any purpose .....	1.00

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Prices upon request for handling of block lots or any other services not enumerated herein, contact Charlie Jackson at (901) 524-4017.

**RULE****THE FOLLOWING RULES WILL GOVERN**

- A. All accrued charges will be billed to and collected from party surrendering warehouse receipt. All charges must be paid before bale is delivered unless credit is granted. The granting of credit is at the sole discretion of Federal Compress. All bills are due upon receipt and collectible weekly. Accounts containing monies not collected within 9 days of issuance will be delinquent and all collection costs, including attorney fees, shall be chargeable to party surrendering warehouse receipt. In states where sales tax is assessed, such tax will be billed to and collected from party surrendering warehouse receipt for shipment of cotton.
- B. Accrued storage charges may be paid to 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. When uninsured cotton becomes insured cotton under our insurance coverage, the new storage month will begin at the time title to the cotton passes from one owner to another.
- C. (1) For the purposes hereof, the following terms shall have the following meanings (such meanings to be applicable equally both the singular and plural forms of such terms unless the context otherwise requires):  
Complete Shipping Order: shall mean complete shipping instructions (including tag list) and warehouse receipts in numerical order must be delivered, or properly transmitted electronically, to our office at least 24 hours prior to ship date and, if a truck shipment, then shipper or his agent must contact shipping plant manager or his designated representative to establish a loading date (applies to dated orders also). Per shipper's instructions, warehouse will arrange for rail transportation for loading date following the plant's existing completed shipping orders. Notice will be mailed to shipper confirming dates of plant contact and established loading date. The date shown on the notice shall be conclusive evidence of the established loading date of a Complete Shipping Order. Claim will not be honored based on alleged failure to receive a notice. A Complete Shipping Order shall have no contingencies other than the performance by the Company and arrival of scheduled transportation.  
Holidays: shall mean New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve and Christmas Day; except that if any of such Holidays are celebrated by the warehouse on an alternative date because such Holiday falls on a Saturday or Sunday, such alternate date shall be deemed as a Holiday.  
Penalty Period: shall be deemed to be the 7 consecutive calendar days ending with the established loading date in which the warehouse fails to meet the shipping requirements of C(2).  
Licensed Capacity: shall mean the Commodity Credit Corporation current license capacity of the applicable warehouse.
- (2) Subject always to provisions of Rules C(3) and D, if the Company should fail to ship or have available for shipment any of the customer's bales on the loading date set forth in the customer's Complete Shipping Order, the Company will stop storage effective on the applicable day and pay (or deduct from customer's invoice) a penalty equal to one month's storage, unless during the Penalty Period such shipment was scheduled the Company did, in fact, ship or have available for shipment bales of cotton representing at least 4-1/2% of its then current Licensed Capacity; provided further, however, that with respect to those weeks in which Holidays are celebrated or recognized, the 4-1/2% will be reduced by one percentage point for each such Holiday occurring during such week.
- (3) Notwithstanding any provision to the contrary set forth herein, the Penalty Provision for delay in shipment or availability for shipment shall not be applicable when such delay is caused by strikes, labor disputes, war or war-like conditions, insurrections, riots, earthquakes, fire, acts of God or the elements, acts of restraint of any lawful authority (civil or military), delay in delivery of acceptable rail cars or arrival of trucks or containers ordered for loading, or any other cause or causes beyond the control of the Company.
- FURTHER, IF THE PENALTY PROVISION FOR DELAY IN SHIPMENT (OR AVAILABILITY FOR SHIPMENT) SHOULD BECOME EFFECTIVE, THE REDUCTION IN CHARGES, AS PROVIDED IN RULE C(2) SHALL BE THE CUSTOMER'S SOLE REMEDY FOR LATE DELIVERY. IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES FOR ANY DELAYS IN SHIPMENT OR AVAILABILITY FOR SHIPMENT.
- (4) If trucks do not pick up by 4:30 p.m. on the first business day following the established loading date, a \$3.90 per bale penalty will be assessed and added to the amounts owed on the applicable bales and those bales will have to be rescheduled for pick-up (See Item 8).
- (5) Storage and insurance charges will continue until shipment is loaded except as provided for in C(2) above.
- (6) Any shipping order received after 11:00 a.m. at EWR, Inc. will be dated the following business day.
- D. The warehouse will NOT deliver goods on Saturdays and Sundays or on a Holiday (see Rule C1), nor any other days before 8:00 a.m. nor after 4:30 p.m., except by special arrangement.
- E. Lien is claimed upon cotton for all accrued charges and charges advanced by this Company.
- F. No cotton will be turned out for remarking, sampling or resampling, weighing or reweighing, without a written order from the owner, and written order must be accompanied by electronic receipt number or bale tag number.
- G. This Company will prepare shipping lists (tag lists) from warehouse receipts on all COMPLETE shipments tendered to us for loading. One copy of the tag lists will be furnished to the shipper for verification.
- H. Shipping lists (tag lists) will continue to be required for shipments of transit cotton and/or cotton for carload consolidation, and these shipping lists must be in our possession prior to arrival of the cotton. This must be a master list, one sheet for each one hundred bales or less, listing first the bales in storage and consolidating presses and then, following in groups, bales from various origins showing warehouse or country origin of each group.
- I. This Company will accept no liability for loss, damage or unmerchantability of cotton received with insufficient, inadequate, low quality or defective bale covering and/or bales ties.
- J. This Company is not liable or responsible for accidents or contamination, delays in handling caused by strikes, labor disputes, or 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.
- K. This Company will guarantee legible marks only until cotton is loaded.

- L. All cotton received with noticeable external contamination shall be returned to a Grade A condition, and the depositor will be assessed charges for services or the bale will be returned to the depositor.
- M. (1) This Company does not guarantee weights on dry cotton.  
(2) When wet or damaged cotton is weighed, weighers will exercise their best judgment in making deduction, but this Company does not guarantee such weighing.  
(3) This Company does not guarantee weights on cotton when loss in weight is attributable to moisture gain or loss.  
(4) Tare shown is identical tare as certified to us by the ginner or from information furnished us by previous warehouseman.
- N. When cotton is ordered delivered to pickery or others 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 marks, etc.
- O. For transferring ownership of record, where no physical operation is involved, there will be no charge. However, new storage will begin on the date of transfer, and no credit will 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.
- P. (1) This Company does not guarantee DENSITY where size, weight, condition of package, etc., will not permit, but we will exert all practical efforts to turn out the best package possible.  
(2) This Company does not guarantee that cotton wrapped in unacceptable bagging material will meet specifications as established by the Bale Packaging Committee in "A Guide for Cotton Bale Standards."
- Q. This Company carries an insurance policy (under the standard form of insurance policy required for federally licensed cotton warehousemen), against direct loss or damage to baled cotton in the course of direct and continuous movement from cotton gins to this Company for storage, (excluding however, coverage of any kind on baled cotton while located on any gin premises, open storage yard, or assembling point used for accumulating carload or truckload shipments), while stored with this Company, and while legally in custody of this Company until such baled cotton is delivered to mills, warehouses, or public delivery railroad tracks (team tracks) located in the United States and Canada or steamship wharves located in the United States. NOTE: Such an insurance policy contains a variety of exclusions and limitations that may limit recovery at the time of loss e.g., flood and earthquake. Any coverage insuring the baled cotton, not otherwise required by the U.S.D.A. for a federally licensed warehouse, will inure to the benefit of the receipt holder to the extent and limits that such coverage exists. All baled cotton is stored at owner's risk of loss or damages caused directly or indirectly by any occurrence excluded or not covered under the insurance outlined above. Insurance carried by this Company excludes loss or damage caused directly or indirectly by acts of war, and loss or damage resulting from nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, however, direct loss or damage by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against. Insurance carried by the Company specifically excludes any loss resulting from what the United States Government certifies as an act of terrorism. This Company reserves the right to deduct from any payment made under this rule charges representing handling, even though no receipt is issued for such cotton, also accrued storage and compression if loss occurs after bale is received. This Company does not insure notes. Cotton received for consolidation or flow through is covered only while in our custody.  
NOTE: (1) Nothing in the foregoing shall be construed as releasing carrier from legal liability under bill of lading obligations. In case of loss or damage resulting from fire, 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 2) of baled 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. Payment will be USDA Spot Market price less accrued charges. In the event 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.  
(2) 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. The Company shall be responsible only for the value by the Company's insurance in force. Any additional insurance desired by the owner of the cotton shall be the responsibility of the owner.
- R. A special contract with Commodity Credit Corporation (CCC) covering acquired or pooled cotton stored by this Company provides that this Company shall be released from the terms and conditions of this tariff and provisions contained in warehouse receipt relating to insurance at time cotton is pooled or acquired. Also, this Company shall be released from the terms and conditions of CCC contract upon the sole transfer of the cotton to any other person, firm or agency, governmental or otherwise. Such cotton upon sale or transfer by the CCC will be subject to tariff of this Company in effect at date of sale or transfer. (Special contracts with parties other than the CCC may be applicable. This Company shall be released from terms and conditions of this tariff under special contracts.)
- S. Truckers will be afforded the opportunity to inspect each bale loaded for surface contamination and bale coverage. Trucks in unsuitable condition for cotton loading will not be loaded unless specifically ordered to do so by shipper. Responsibility for bale contamination occurring after bales leave our plants must reside with party causing such contamination.  
NOTE: Cotton packaged in woven polypropylene bags or burlap bags are not subject to Rule S.
- T. Cotton received, compressed:  
(1) Cotton received, direct from gin, gin standard density or gin universal density compressed for storage, gin will be paid according to agreement with ginner.  
(2) Cotton received for storage compressed to universal density other than from gin, depositor will be paid according to agreement with depositor.  
(3) Bales received under T(1) or T(2) above with missing ties will be retied (including required ties).
- U. All claims on cotton shipped from our plants will only be considered if received by our Company within 30 days from the date of shipment. Furthermore, if claim is for condition of the bale, Federal Compress must be afforded the right to inspect the bale. There shall be no setoff allowed for claims on cotton shipped against charges owed to this Company.
- V. The Company reserves the right to transfer identity preserved depositor stored cotton at our expense for which receipts have been issued, to another licensed warehouse for continued storage with written permission of the depositor subject to terms and conditions prescribed by the Secretary of Agriculture. The owner of the cotton will receive delivery at this warehouse unless other mutually agreeable arrangements are made.
- W. Samples stored at the warehouse will become the property of the Company upon shipment of the corresponding bale. On August 15 following harvest, all remaining samples will become the property of the Company.
- X. In spite of rising costs involved in the handling of rack cotton samples, the Company will continue to handle rack cotton samples at no charge for those samples provided to the warehouse by the gin. Any charges involving sample requests for bales for which a sample was not provided to the warehouse will be charged to the entity requesting the sample and will be charged at tariff rates.
- Y. When rail cars, trucks or other containers are received in unsuitable condition for loading, shipper will be contacted and another rail car, truck or other container must be ordered.