

CALCOT LTD WAREHOUSE TARIFF

NAMING RATES AND CHARGES FOR STORAGE AND INCIDENTAL

HANDLING OF COTTON

(Subject to Change Without Notice)

Kenedy, Texas

CALCOT KENEDY
P.O. Box 692
Kenedy, Texas 78119

**SUBJECT TO RULES, REGULATIONS
SPECIAL TERMS AND CONDITIONS NAMED IN TARIFF AS AMENDED**

EFFECTIVE SEPTEMBER 2022

WAREHOUSE TARIFF

NAME AND LOCATION OF WAREHOUSE **CALCOT COMPRESS & WAREHOUSE**

RECEIVING PER BALE		
1. Receiving, tagging, weighing on arrival, drawing one set of samples, if requested, issuing warehouse receipts and placing in storage.		\$ 4.00
2. All services listed in Item 1 plus first full month's storage and insurance. (NOTE: Complete Item 2 only if depositor is required to prepay storage charge.)		NA
STORAGE INSURANCE		PER BALE
3. Each storage day, including fire insurance.		.16
4. Item 3 excluding fire insurance.		NA
REWEIGHING AND RESAMPLING (including customary handling of samples exclusive of delivery.)		PER BALE
5. Weighing or reweighing at time of shipment (or time of compression, if applicable) including furnishing original and three copies of certified weight sheets.		3.00
6. Sampling or resampling at time of shipment (or time of compression, if applicable).		5.00
7. Weighing or reweighing and sampling or resampling at time of shipment (or time of compression, if applicable) including furnishing original and three copies of certified weight sheets.		4.00
8. Weighing or reweighing, including removing cotton from and returning it to storage and furnishing original and three copies of certified weight sheets.		5.00
9. Sampling or resampling, including removing cotton from and returning it to storage.		8.00
10. Weighing or reweighing, and sampling or resampling, including removing cotton from and returning it to storage and furnishing original and three copies of certified weight sheets.		10.00
11. Drawing an extra set of samples, at time of any sampling.		1.50
12. Furnishing extra copies of certified weight sheets.		1.00
13. Special sorting of samples (other than customary handling).		PER SAMPLE 1.25
14. Delivery of samples (postage, express, parcel post, etc.).		Actual Cost

DELIVERY	PER BALE	
15. Picking out by tag number, removing from storage, delivery to warehouse platform and loading according to custom into: <small>NOTE: If shipping order covers all cotton on CCC (or other) Sales Tag List and/or does not require a piecemeal pick-out from the list provided with order for services under items 8, 9, or 10 above, the charges shall be only:</small>	CAR	TRUCK
	9.00	9.00
16. Topping in: (applicable only to bales actually topped).	CAR	TRUCK
	NA	NA
17. Picking out by tag number, removing from storage and delivery shipside at:	WHSE. WHARF	OTHER THAN WHARF
	NA	NA
18. Drayage, where necessary, to ship by rail. (Minimum \$ _____ per shipment.)	NA	
19. Cancellation of order, return to stock after breakout and/or removal of bales from truck after loading.		6.00

MISCELLANEOUS	PER BALE	MISCELLANEOUS	PER BALE
20. Late Charge: A one-time charge of \$2.50 per bale will accrue if customer has not picked up cotton within 48 hours of scheduled pick up date.	\$ 2.50	27. Reconditioning damaged cotton.	Actual Cost + 20%
21. Marking or Branding (not more than five letters).	\$ 1.00	28. Drying wet cotton.	3.00
22. Extra marking (not more than five letters). Excess per character.	\$.95 .25	29. Mandatory collection of Texas Boll Weevil eradication foundation maintenance fees will be applied on invoice for cotton originating in the following area. East Texas Maintenance Area: West Texas Maintenance Area:	2.00/B 1.00/B
23. Typing - 25 pounds and under, and reweighing.	25.00		30. Handling transit cotton for consolidation or any purpose, other than compression (includes in and out handling and loading).
24. Typing - over 25 pounds, and reweighing.	30.00	31. Furnishing sacks for samples.	PER SACK 2.00
25. Applying shippers tags.	.50		
26. Brushing.	Actual Cost + 20%		

FOR WAREHOUSES OPERATING COMPRESS FACILITIES AT WAREHOUSE LOCATION		PER BALE
32.	Standard Density Compression. JCIBPC Standards	9.50
33.	Universal Density Compression (8 bands and no patch). JCIBPC Standards	9.50
34.	Hi-Density Compression	NA
35.		
36.		
37.		
38.		
39.	Penalty charge for delivering cotton uncompressed - this charge assessed in addition to delivery charge for cotton compressed by warehouseman.	NA
40.	Penalty charge for delivering compressed cotton not compressed by warehouseman - this charge assessed in addition to delivery charge for cotton compressed by warehouseman. (This charge is not applicable to cotton reconcentrated to the warehouse by CCC which was already compressed when received).	NA
41.	Consolidating cotton (unloading, checking and reloading in outbound consolidated carload).	4.50
42.	Patches on flat or modified flat compressed by warehouseman (includes cost of applying).	EACH NA
43.	Patches on all other, method as determined by warehouseman.	PER BALE 3.00
44.	Extra bands. (Penalty charge for bales received with notched, sealed or wire bands on flat bales, not reformable at destination Compress).	PER BAND NA
45.	Transloading - off loading bales then transfer to container or van. Includes 10 days storage.	PER BALE 3.00
46.	Compression of cotton in transit (includes all in and out handling and loading):	UNIVERSAL DENSITY (8 BANDS AND NO PATCH) PER BALE NA
FOR PORT WAREHOUSES ONLY		PER BALE
47.	Unloading, weighing, tagging, sampling on arrival, issuing individual warehouse receipts, picking out by tag number, marking and delivery shipside or loading to cars.	NA
48.	Additional service charge on trucks returned to have bales removed due to excess weight. Return-to-stock fee will also apply to all bales removed from load.	15.00
49.	Transit cotton in lots: Unloading, compressing on arrival, marking and delivery shipside.	NA
50.	Special services not specifically covered by this tariff are subject to special arrangements.	

Note: In order for shippers to avail themselves of privileges, cotton must be received in complete shipping lots, either by truck or rail, but in no case will truck and rail combinations be considered transit, and full and complete instructions must be had prior to arrival of cotton. Extra services in connection with this movement such as sampling, weighing and reconditioning will be charged at rates designated for such services as specified in Company's Handling Tariff in effect at the time such services are rendered.

Note: - Extra or Special Services - All labor furnished for services not otherwise provided for herein - Rates to be quoted by warehouseman. Upon the sale, transfer or release of government loan or Commodity Credit Corporation cotton to any other person, firm or agency, such cotton will immediately take the rates, terms and provisions of this tariff.

CALCOT COMPRESS & WAREHOUSE
Joseph B. Cain
General Manager, Warehouse Operations
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1. TENDER FOR STORAGE—(a) All cotton shall be properly marked and packed for handling at time offered for delivery to warehouseman and be properly identified with a USDA approved PBI bale tag. Warehouseman reserves the right to refuse to accept cotton unless it is so marked and packed or if not in good condition. The storer shall furnish at or prior to such delivery at the warehouse a manifest showing quality, marks, and complete instructions as to the service to be performed and storage facilities desired. (b) Warehouseman reserves the right to store without notice any and all cotton in either warehouse or open storage, when the storage facilities ordered are not available or conditions warrant. (c) This company reserves the right to compress to universal density on arrival or subsequent thereto, all flat or uncompressed cotton received for storage, and to collect charges for compression from parties surrendering warehouse receipts.

2. STORAGE PERIOD—All goods are stored on a day to day basis. Storage charges shall be assessed from the receipt date to and including the actual date of delivery.

3. HOURS OF SERVICE—(a) Warehouseman will not receive nor deliver goods on Saturdays, Sundays or legal holidays, nor on any other day before 7 o'clock a.m. nor after 3:40 p.m. except by special arrangements which will include reimbursement to warehouseman for any extra payroll or other costs incurred thereby. (b) Delivery orders for the delivery goods should be presented sufficiently in advance of closing hours to permit complete delivery during said regular business hours. (c) When cotton in storage is ordered out for final delivery, a reasonable time must be given to warehouseman to execute the order. Inability of warehouseman to effect delivery on shipper's scheduled delivery date shall not prevent warehouseman from assessment of storages up to and including the actual date of delivery.

4. CHARGES—Charges for services rendered under this tariff shall be payable on receipt of delivery order and surrender of warehouse receipt unless otherwise stated. Accrued charges of every kind on all merchandise on hand August 31 of each year shall become due and payable on that date. Expenditures made by this company for the benefit of its clients, although not especially mentioned or enumerated herein, shall be charged to and collected from them and/or held as a charge against the merchandise.

5. ACCESS TO GOODS—Owners, their agents or any other person not an employee of warehouseman, will not be allowed access to cotton for which warehouseman, and in no event unless accompanied by an employee of the warehouse whose time is chargeable to the storer at the tariff charge for special labor service. Such warehouse employees will perform any reasonable service upon request acting under the supervision of the party requesting such service.

6. DELIVERY OF GOODS—Written delivery orders in duplicate, stating tag numbers in consecutive order and signed in full, will be required by warehouse for the delivery of all goods. (See Note). This delivery order requirement shall be in addition to the endorsement on and surrender of negotiable warehouse receipts covering such goods and the payment of all accrued charges due warehouseman.

NOTE: An additional charge under item 9 will be made when delivery orders are not prepared in accordance with the above.

7. RESPONSIBILITY—(a) The responsibility of warehouseman for storage and handling is limited to the ordinary care and diligence

required of warehouseman by law. Warehouseman's liability for cotton entrusted to his care does not commence until the cotton has been received and checked into the warehouse; and it ceases upon loading into rail cars or on delivery to trucks or other vehicles. Loose cotton falling or picked from the bales will be disposed of by warehouseman. (b) All goods are stored at owner's risk of loss or damage caused by riots, strikes, insurrection, enemies of the Government, civil or military authorities, earthquakes, fallen aircraft, frost or change of weather temperature, water, flood, wind, storm, concealed damage, waterpicks, inherent nature of the merchandise, or other causes beyond the control of warehouseman. Warehouseman is not responsible for loss or damage caused by bale tie failure, leakage, pilferage, theft, sprinkler leakage, corruption, depredation by moths, rats, mice, insects or vermin, unless such loss or damage be caused by the failure of warehouseman to exercise the ordinary care and diligences required of him by law. As a condition of storage, the failure of warehouseman to deliver goods to any person entitled thereto shall not constitute a conversion of goods nor subject warehouseman to any liability whatsoever when such non-delivery results from causes arising from strikes, lockouts, work stoppages, or restraints of labor, from whatever cause. (c) Warehouseman will not be responsible for loss or damage occasioned by any misunderstanding of orders or instructions received orally or taken by telephone. (d) As a condition precedent to recovery, claims for loss or damage must be presented in writing within thirty days after the merchandise is delivered from warehouse: or, in case of failure to make delivery, then within thirty days after delivery of the last package of the lot in warehouseman's apparent possession. (e) Nothing herein contained shall be deemed a waiver or modification of the rights of warehouseman under the laws of this state. Warehouseman is not liable for reimbursement to insurer, or other, against whom depositor or storer of the goods may have recourse for damage to stored property.

8. DEMURRAGE—Warehouseman will not be responsible for demurrage or other time penalty, nor for delays in unloading inbound vehicles, nor for delays in obtaining cars for outbound shipments. But due care and diligence will be used to receive and deliver goods promptly.

9. SPECIAL SERVICES, RESAMPLING, REWEIGHING, ETC.—Written orders in duplicate, stating tag numbers in consecutive order, and signed in full, will be required for all extra or special services requested, including resampling, reweighing, inspection, reconditioning, etc. (See Note). The charges therefore are payable by the parties ordering them and if unpaid such charges will be held against the cotton.

Orders given for such services shall only be issued by those having the proper authority and warehouseman, in reserving the right to satisfy itself as to the authenticity of such orders before proceeding to execute them, assumes no responsibility as to their accuracy when acting in good faith.

10. REJECTED OR REFUSED COTTON—Cotton ordered out of storage, which is refused or rejected, or for any reason is not accepted, will be returned to storage and shall be subject to all tariff charges as a new account.

11. TRANSFER OF OWNERSHIP—When cotton in storage is transferred on the books of warehouseman from one party to another, all accrued charges or advances shall be paid as of the date of transfer and the cotton will be subject to tariff charges as a new account.