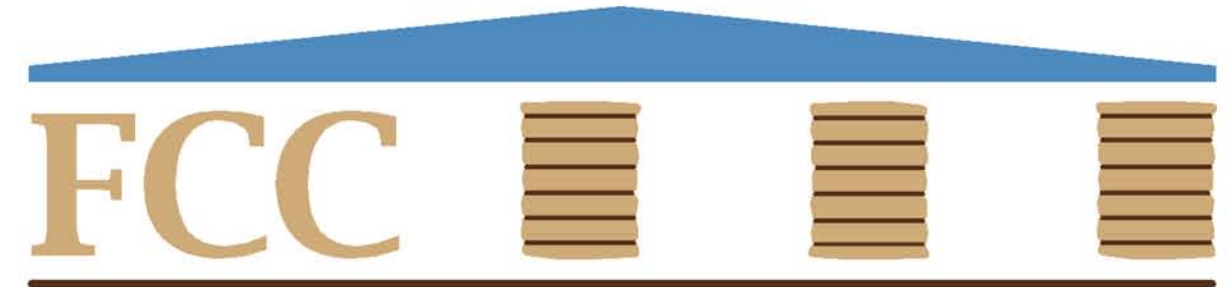


# TARIFF

EFFECTIVE SEPTEMBER 1, 2017

**Amended February 14, 2018**



## WAREHOUSE RECEIPT WORDING

All warehouse receipts covering cotton stored by Farmers are issued with the following language:

### NEGOTIABLE INSURED WAREHOUSE FOR ONE BALE COTTON

RECEIVED on account of: \_\_\_\_\_

ONE BALE OF COTTON (the Bale) described herein to be delivered to bearer upon return of this receipt and the payment of all warehousing fees and charges applicable to the Bale which are due the undersigned Association as warehouseman. The Bale is insured for the full market value thereof against loss or damage by fire and lightning under a Standard Form of Fire Insurance Policy approved for cotton warehouses in the State in which the warehouse is located. The Association, on behalf of its producer member-patron who delivered the Bale to the warehouse, claims a lien on the Bale represented by this receipt against the holder of this receipt for sales proceeds in the amount of all lawful charges for storage, compression, transportation, insurance, labor or other charges, present or future incurred in relation to the Bale at the rate of the Association's tariff and for expenses necessary for its preservation or reasonably incurred in its sale pursuant to law. By negotiation or transfer of this receipt all sellers and all buyers agree that the amount of all charges incurred which are due or become due to the Association are payable to it as sale proceeds collected on behalf of its producer member-patrons to be distributed to them after the deduction of marketing expenses under the terms and conditions of their marketing agreements and bylaws of the Association. If the Bale is pledged to secure a loan with the Commodity Credit Corporation and not redeemed prior to acquisition by CCC, the foregoing lien is for those services and rates stated on the current Schedule of Rates in the Association's Storage Agreement with CCC.

## LIEN AND PAYMENT OF CHARGES

A Warehouseman's lien is claimed by Farmers on the cotton for all warehouse service fees applicable under this tariff and pursuant to warehouse receipt for liens under Sections 7.209(a) & (b) of UCC of Texas. The fees are payable to Farmers at its office in Lubbock, Texas when delivery and related services are ordered.

Shippers will be invoiced for fees as services are ordered. Payment must be received at Farmers office within seven days from the date of each invoice. When payments for invoices are not received within seven days subsequent orders will not be delivered until warehouse fees are paid.

The party ordering cotton shipped is responsible for all fees for services. If it is necessary to turn over a bill to an attorney for collection, the attorney's fee will be added to the bill.

## COLLECTIONS

Farmers is using its office, without charge, in the collection of fees pledged by producers to programs administered by Texas Boll Weevil Eradication Program, 1.00 per bale and Plains Cotton Growers cotton improvement research, .10 per bale. These fees, payable at the time receiving charges are paid, do not represent income to Farmers Cooperative Compress.

The Texas Boll Weevil Eradication Foundation of West Texas Maintenance Area maintenance fee has been charged against this cotton. For details regarding same, see [www.txbollweevil.org](http://www.txbollweevil.org), or call the Foundation at 800.687.1212.

# Farmers Cooperative Compress

## Lubbock Division

3891 Southeast Dr.  
(806) 763-9431

Mail: P.O. Box 2877  
Lubbock, TX 79408

Plant No. 1  
886506

Plant No. 2  
886509

Plant No. 3  
886512

Plant No. 4  
886517

Plant No. 5  
886520

**Plainview Division**  
2590 CR 95  
(806) 296-7435

**Levelland Division**  
500 Maple St.  
(806) 894-3178

**Stanton Division**  
4000 CR B 3601  
(432) 756-2181

**Sudan Division**  
700 West Hwy 84  
(806) 227-2385

Plant No. 6  
911525  
Plant No. 7  
911520

Levelland  
882008

Stanton  
935002

Sudan  
936006

SEPTEMBER 1, 2017

FARMERS COOPERATIVE COMPRESS  
LUBBOCK, TEXAS

JOHN DUNLAP, BOARD CHAIRMAN

RON HARKEY, CEO/PRESIDENT

*FARMERS COOPERATIVE COMPRESS IS OWNED AND OPERATED BY  
SOUTH PLAINS COTTON GROWERS WHO INTEND TO PROVIDE  
THEMSELVES AND THE PURCHASERS OF THEIR COTTON WITH THE  
BEST IN WAREHOUSING AND SERVICES.  
SINCERE SUGGESTIONS AND CRITICISMS WILL BE  
WELCOMED AND APPRECIATED.*

***“Enhancing Member Profitability by Providing  
Efficient Reliable Service to the Cotton Industry”***

*THIS TARIFF IS SUBJECT TO CHANGE WITHOUT NOTICE*

# TARIFF

EFFECTIVE SEPTEMBER 1, 2017

## FARMERS COOPERATIVE COMPRESS ALL DIVISIONS

### Rate Per Bale

1. RECEIVING, includes tagging, weighing, Sample for U.S.D.A./H.V.I. class, issuing insured negotiable warehouse receipt by computer (Electronic Warehouse Receipt System) and placing in storage.....4.10  
Includes collection of fees for producers to:  
Texas Boll Weevil Eradication Program Maintenance Fee ..... 1.00  
Plains Cotton Improvement Program..... 10
2. Storage, each day includes fire insurance with a 30 day minimum .....07
3. DELIVERY, includes picking out by tag number, removing from storage, six-letter mark, and loading ... 5.25
4. UNIVERSAL DENSITY COMPRESSION .....9.50
5. EXTRA MARKING, in excess of six letters .....25
6. SAMPLING, includes removing cotton from and returning to storage, customary handling and sacking.....5.00  
A. Sample from one side of bale only ..... 2.50
7. EXTRA SET OF SAMPLES, at time of any shipping .....2.00
8. WEIGHING at time of shipment, includes original and three copies of certified weight sheet.....2.00
9. WEIGHING, includes removing cotton from and returning to storage, original and three copies of certified weight sheet .....5.00
10. WEIGHING AND SAMPLING, includes removing cotton from and returning to storage, original and three copies of certified weight sheet, customary handling and sacking of samples .....6.00
11. REMOVING SLABS FOR TYPE .....30.00
12. DRAYAGE, to other warehouses in Lubbock .....3.50
13. UNLOADING, per request of truck line or shipper .....2.00
14. APPLYING SPECIAL TAGS at time of shipment .....50
15. CONSOLIDATION of cotton from other warehouses in lots, includes, unloading, checking by marks only, 15 days storage, and reloading. Additional Storage will be at rate of 15¢ per bale per day. Reshipment instructions required before arrival of cotton.....3.50
16. CANCELLATION of delivery order after cotton is blocked..... 10.00
17. MATCHING SPECIAL TAGS to bales by bale number ..... 1.00
18. Early shipping orders not released 1 day before loading .....5.00
19. Special Service, loading flatbed trucks ..... 1.00
20. SERVICES NOT LISTED, including expedited service, reconcentration, will be performed at rates agreed upon at time services are requested.

SEPTEMBER 1, 2017

John Dunlap, Board Chairman  
Ron Harkey, CEO/President

# TARIFF PROVISIONS

## STORAGE, INSURANCE, DAMAGE, LOSS

Storage charges will begin on receiving date as indicated on electronic warehouse receipt. Storage charges will stop the date complete shipping instructions and electronic warehouse receipts are received in the Lubbock office, or agreed upon load date, whichever is later. Shipments which cannot be loaded for reasons not controlled by Farmers Coop Compress will be charged storage until loaded. For shipments not loaded within 3 days after the agreed upon date, additional storage will be charged at the rate of 25 cents per bale per day beginning the third day following the agreed upon load date. For any shipment delayed over eighteen (18) days following the agreed upon load date, the rate will revert to 7 cents per day, beginning on the nineteenth (19) day and ending date of actual loading.

An "All Risks" insurance policy is carried by Farmers to cover each bale of cotton represented by each electronic warehouse receipt issued. The insurance is for the market value of each bale at the time and place loss occurs and covers fire and other perils including the following: sprinkler malfunction, fire, lightning, windstorm, cyclone, tornado, hurricane, flood including influx or rising water (whether wind driven or not) or inherent explosion and other risk (whether an act of God or force majeure.) Coverage automatically attaches as soon as a bale is placed in the warehouse operator's custody and whether or not a receipt is issued. Coverage remains in effect so long as the bale remains in the warehouse operator's legal custody.

Customary exclusions include, but are not limited to, delay, inherent vice, war risk, terrorism, and loss or damage resulting from nuclear reaction, nuclear radiation or nuclear radioactive and/or contamination arising from biological and chemical agents. Direct loss or damage by fire resulting from nuclear reaction is covered. For additional information regarding the insurance policy please contact us.

Growers, shippers, or other persons who have cotton stored have the responsibility to obtain additional insurance to cover contract for sale valuation (prices higher than market value or the difference between contracted prices and market values) and/or for perils other than enumerated herein such as acts of civil or military authority, invasion, insurrection, federal government, nuclear incident, reaction or radiation, radioactive contamination, public enemy, war or any other events beyond our control.

This company reserves the right to deduct from any payment all applicable accrued and/or incurred charges such as receiving, storage, compression.

Reasonable efforts will be made to detect and report to owners visible damages to cotton being handled and stored. Claims of damage to cotton shipped will not be considered when notice of the alleged damage and inspection by Farmers is not allowed before repairs or reconditioning is done.

Farmers is not responsible for invisible damage, inherent or latent defects, lint qualities or values, contaminates within bales, or losses in weight other than from its own errors in weighing.

## DELIVERY

Cotton growers own and operate Farmers to enhance marketing of cotton produced on their farms. Their policy requires timely and orderly delivery of shipments.

Due to the physical nature of ranging and breaking-out a period of time determined by the number of bales on prior orders, weather conditions, and available labor will be necessary for delivery of each shipment. Ranging efficiency can be greatly improved if the locator id is factored in when selecting bales for each shipment.

Separate shipping orders for each plant are accepted in writing or electronically (EWR) with bale numbers in numerical sequence with complete instructions. Bales delivered will match electronic warehouse receipts surrendered. Orders should include number of bales, marks, names of carriers, destinations, and other instructions necessary. Securing transportation is solely and exclusively the responsibility of the shipper.

Each shipping order should include a genuine **loading date** for orderly delivery. **Farmers will make every effort to meet genuine loading dates, as scheduled on our web site, [www.farmerscompress.com](http://www.farmerscompress.com).**

A web site scheduling tool is available for providing shipping information. Call Albert or Mike for details.

Farmers has adopted the cotton shipping standards of the CSA agreement as recommended by the CGWA, the national service organization for cooperative cotton warehouses.

## COMPRESSION

Cotton stored at Farmers is delivered universal density. Bales compressed universal density at gins are identified in warehouse receipts as (5) GUD; Universal density compression performed by gins is purchased by Farmers and will be billed to shippers at the rate in this tariff.

## SAMPLING

Numerical order of bale numbers is required. Owners' signatures are required before loan or CCC cotton can be sampled. Sample orders submitted electronically or on diskette are encouraged. Contact Farmer's office for details. Orders will be filled in the same sequence they are received. **Stored samples are no longer available.** All sampling will be done under Item 6. Please allow adequate time for bales to be unstored, sampled, and restored.

## ELECTRONIC WAREHOUSE RECEIPT SYSTEM (EWR)

Farmers has entered into agreements with EWR, INC., cooperative gins and U.S. Department of Agriculture (FSA) to eliminate the handling of paper warehouse receipts in cotton marketing. Electronic warehouse receipts will be issued to the owners of the cotton. Title to bales covered by electronic warehouse receipts will be maintained by computers at Farmers and EWR, INC.

EWR saves time and expense in shipping cotton. ANY SHIPPER may participate by executing an EWR Agreement with EWR, INC.,