

# TARIFF

*EFFECTIVE SEPTEMBER 1, 2008*



Lov-Cot Warehouse, L.P.

**LOV-COT LUBBOCK**  
CCC CODE NO. 886560  
2002 NORTH GARY  
LUBBOCK, TEXAS 79415

# TARIFF

LOV-COT WAREHOUSE, L.P.

*EFFECTIVE SEPTEMBER 1, 2008*

*SUBJECT TO CHANGE WITHOUT NOTICE*

1 <b>RECEIVING</b> , per bale -----	3.00
2 <b>STORAGE</b> , includes Fire Insurance, per bale per day or fraction thereof (See Rule 3) -----	0.07
3 <b>DELIVERY</b> , includes picking out by tag number, removing from storage, Five letter mark, loading -----	5.00
4 <b>CANCEL S/O &amp; RETURN TO STORAGE</b> , per bale -----	No Charge
(This is what we do best)	
5 <b>REWEIGHING</b> , (4 copies of weight sheet) per bale at time of shipment -----	2.00
6 <b>EXTRA MARKING</b> , (more than 5 letters) -----	0.25
7 <b>SAMPLES</b> -----	5.00
8 <b>WEIGH AND CUT SAMPLE</b> , (includes return to storage) -----	7.00
9 <b>WEIGH AND CUT 2 SAMPLES</b> (includes return to storage) -----	8.00
10 <b>COMPRESSING: UNIVERSAL DENSITY</b> , per bale -----	9.50
11 <b>RECEIVING COTTON FOR CONSOLIDATION &amp; RESHIPMENT</b> -----	2.00
(Plus \$0.07 per bale per day)	
12 <b>APPLYING SPECIAL TAGS</b> -----	0.30
13 <b>RANGING</b> -----	1.00
14 <b>REMOVING SLABS FOR TYPE</b> -----	40.00
15 <b>OTHER SERVICES NOT LISTED</b> , shall be done at rates agreed upon at time Service is requested	

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LUBBOCK, TEXAS 79415  
(806) 763-9246 \* FAX (806) 765-6729  
Email: lov-cot3@pcca.com  
Website: www.lov-cot.com

## RULES

**RULE 1:** An individual receipt insured against loss by **FIRE**, will be issued by Lov-Cot Warehouse, L.P. hereinafter referred to as Lov-cot or Company, for every bale of concentrated cotton received, and it is understood that the terms and conditions named herein are accepted by the holder of each receipt.

Fire insurance is carried by this Company to cover the bale of cotton at time and place of loss. The insurance is carried under the standard form of Fire policy in use by Cotton Warehousemen in Texas.

Growers, shippers, or other persons having cotton stored with the Company which is contracted for sale at prices higher than Market value, as determined by the Company's policy, have the responsibility to obtain additional insurance, if it is desired, to cover the difference between contracted value and market value.

**In case of fire, the owner will be billed with all accrued charges, plus the usual tariff for compression.**

**RULE 2:** This Company is not responsible for loss in weight due to natural shrinkage or fluctuations in weight due to climatic conditions. This Company is not responsible for invisible damage, or inherent or latent defects, or weather damages occurring to cotton received wet.

This Company will not consider any claim for damaged cotton where such damage is not discovered prior to or at time of shipment from its plant unless the Company is advised of the damaged condition in writing within 15 days from the date of shipment and is given an opportunity to inspect the cotton and determine the necessity for reconditioning.

**RULE 3:** Storage will stop the date complete shipping instructions and warehouse receipts are received in the LOV-COT LUBBOCK office or three(3) days prior to requested load date, whichever is later. Storage at \$0.07 per bale per day will start again the day shipper is notified the shipment is ready and continue through date loaded. Storage at the rate of \$0.07 per day will be charged from the date received to the storage stop date, even if the bale was temporarily stored on an open yard. Depositor of bale should be aware that this rule may affect the equity value of the bale. Lov-Cot will not be liable for any loss of CCC storage credit due to a bale temporarily being stored on an open yard.

Unless prevented from doing so by force majeure, Lov-Cot will deliver or have ready to deliver at least 4.5% of licensed capacity each week.

**RULE 4:** Owner of the cotton assumes all risks of loss, damage, or delay, including additional storage charges caused by acts of God, acts of civil or military authority, invasion, insurrection, riots, strikes, labor disturbances, acts of enemies of the Government, sprinkler leakage, loss in weight or concealed damage. This Company is not responsible for non-performance of any service due directly or indirectly to war, national emergencies or priorities or to its inability to obtain products, materials, supplies, machinery, labor, fuels, transportation facilities or anything necessary to the performance of service requested, or the action of any Governmental body or agency of the United States or any State or Sub-Division thereof. This Company is not responsible for any damages of whatever nature, either direct or consequential, owners of the cotton might suffer because of a delay in performance of services even if said delays or damages are caused by the negligence of the Company.

**RULE 5:** All orders regarding the transfer of shipping of cotton must be in writing in numerical order and accompanied by the original Warehouse receipt or electronically thru EWR, Inc. Bales delivered will match warehouse receipts.

**RULE 6:** A warehouseman's lien is claimed by the Company on all cotton for all charges applicable under this tariff. All charges can be billed to and collected from the parties surrendering warehouse receipts and all bills are due and collectible before the cotton is loaded. **All charges are payable to the Company at its office in Lubbock, Texas.**

**RULE 7:** Lov-Cot has entered into an agreement with EWR, Inc to be the provider of Lov-Cot's electronic warehouse receipts. ANY SHIPPER may participate by executing an ETS agreement with EWR, Inc. and Lov-Cot.

WAREHOUSE RECEIPT WORDING

All warehouse receipts covering cotton stored by Lov-Cot, whether paper or electronic, are issued with the following language:

NEGOTIABLE INSURED WAREHOUSE RECEIPT OF LOV-COT LUBBOCK  
LUBBOCK, TEXAS

Received from \_\_\_\_\_  
the One Bale of Cotton described herein, stored in the above named warehouse, for which this receipt is issued, subject to the State Warehouse Act and the terms of this contract. Said cotton is FULLY INSURED in the name of the undersigned warehouseman against loss or damage by fire and lightning under the Standard Form of Fire Insurance Policy approved for licensed cotton warehousemen in the State in which the warehouse is located.

This warehouse receipt is issued subject to the printed tariff of the Company together with the rules attached to such tariff, a copy of which is posted in the office of said warehouseman. The rate in said tariff are made a part of this contract and the undersigned warehouseman claims a lien on said bale of cotton for charges and liabilities as per schedules set out in said tariff. Said rules set out the limits of the warehouseman's liability and should be examined.

Upon return of this receipt and payment of all charges and liabilities due the undersigned warehouseman as may be accrued on the bale at time of presentation, said One Bale of Cotton will be delivered to the above named depositor or his order, or bearer.

The tariff and warehouse receipt constitute the entire contract between the Company and the holder of the warehouse receipt. Said agreement cannot be amended, changed or modified except by publication of a new tariff or by written instrument signed by the Manager of the Company issuing the warehouse receipt.

**LOV-COT WAREHOUSE, L.P.**  
Jackie Wiley, Manager

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