RSM Company
dba RSM Bonded Warehouse

811 Pressley Dr, Charlotte, NC 28217

TARIFF NO. 2

Charges for the Storage and Handling Of Cotton and Rates for Miscellaneous Services
(Charges Subject to Change Without Notice)

RSM Bonded Warehouse

2819 Wade Hampton Blvd Suite 104
Taylors SC 29687

Warehouse code 758309
Federal License # 2-2962

EFFECTIVE September 1, 2013

RATES AND CHARGES FOR THE STORAGE, HANDLING
OF COTTON, AND FOR MISCELLANEOUS SERVICES
(Refer to Rules and Regulations, Item 10 (C))

Item No. 1	STORAGE:		
	A) INDIVIDUAL RECEIPTS IN WAREHOUSE Per Month (Minimum 30 days)	Per Bale	$ 2.50
	(Refer to Rules and Regulations Item 11 for Insurance Coverage.)		
	B) BLOCK RECEIPTS (no checking, no segregation).	Per Bale	$ 1.50
	C) Certificated IN WAREHOUSE Per Month (Minimum 30 days)		
	(Refer to Rules and Regulations Item 11 for Insurance Coverage	Per Bale	$ 3.50
Item No. 2	RECEIVING		
	A) **INDIVIDUAL RECEIPTS** includes weighing & sampling if requested	Per Bale	$ 3.35
	B) **BLOCK RECEIPTS** (no checking, no segregation).	Per Bale	$ 1.50
	C) **Certificated** *Billed to depositor* includes weighing & sampling.	Per Bale	$ 1.75
Item No. 3	OUTHANDLING:		
	A) **INDIVIDUAL RECEIPTS** Includes removing from storage, loading into and/or on to trucks and shipping by tag numbers of compressed cotton.	Per Bale	$ 4.00
	B) **BLOCK RECEIPTS** (no checking, no segregation).	Per Load:	$ 1.50
	C) **Certificated** *Billed to depositor*. Includes removing from storage, loading into and/or on to trucks and shipping by tag numbers of compressed cotton.	Per Load:	$ 9.00
Item No. 4	SAMPLING: (includes repair of sample holes) (Minimum charge $10.00)		
	At time of shipment	Per Bale	$ 2.50
	Except at time of unloading or shipment	Per Bale	$ 5.00
	Drawing an extra or double sample at time of any sampling	Per Bale	$ 1.00
Item No. 5	WEIGHING: (Minimum charge $10.00)		
	At time shipment	Per Bale	$ 1.50
	Except at time of unloading or shipment	Per Bale	$ 5.00
Item No 6	WEIGHING AND SAMPLING-AT SAME TIME:		
	Weighing and sampling, except at time of unloading or shipment		
	(Note: Original and three copies of weight sheets will be furnished free if requested.)	Per Bale	$ 6.25
Item No 7	HANDLING: TRANSIT		
	A. Compressed cotton will be received, segregated by tag number or mark, if necessary , unloaded and loaded out into and/or onto trucks.	Per Bale	$ 3.00
	B. Block lots (no checking, no segregation).	Per Bale	$ 2.00
	* If on hand over ten (10) work days, bales will be taken into stock with all applicable tariff rates effective from date received.		
Item No. 8	MARKING: (Minimum charge $5.00)		
	A. At time of shipment: (not to exceed ten letters, numbers and characters, or more than two lines).	Per Bale	$ .50
	B. Extra Marks: Each five letters, numbers or characters, or one line on one side bale. (To avoid this charge, please show on orders, "DO NOT MARK BALES")	Per Bale	$ .50
Item No. 9	HANDLING: SPECIAL TAGS	Per Tag	$ .50
Item No. 10	*SAMPLES: (See Item No. 7 Rules and Regulations)		
	Segregating samples by tag numbers, sacking and delivery to trucks at warehouse dock.		
	For delivery prior to August 1. (any samples not requested by August 1 will be disposed of.)	Per Sample	$ 2.50
Item No. 11	INVENTORY CONFIRMATION-CLERICAL FEES: (Minimum charge $10.00)	Per Bale	$ .20
Item No. 12	RESTOCKING:		
	Cancellation of shipment and return to stock	Per Bale	$ 5.00
	Cancellation of ship order and return of receipts	Per Order	$ 10.00
Item No. 13	LATE PICK UP:		
	Failure to pick up cotton within 24 hours of scheduled date	Per Bale	$ 2.00
	Failure to pick up cotton within seven (7) days of scheduled date	Per Bale	$ 5.00
Item No. 14	EXTRA SERVICE AND OTHER CHARGES: Charges and services not specifically covered by this tariff, including ordinary administrative And bookkeeping services, which are out of the ordinary or required by government law, Regulations, or policies, will be charged as agreed under special arrangements	As Negotiated	

RULES AND REGULATIONS

1. TENDER FOR STORAGE
   a. This company will not accept for storage under this tariff any commodity other than cotton.
   b. All cotton shall be properly marked and packed for handling at time offered for delivery; this company reserves the right to refuse to accept any cotton not so marked and packed.
   c. The owner shall furnish at or prior to delivery to the warehouse a manifest showing quantity, marks and complete instructions in writing as to the service to be performed.
   d. This company reserves the right to refuse to accept for storage any cotton which this company, in its sole discretion, considers not in good condition or otherwise unsuitable for proper warehousing, including but not limited to cotton that has been damaged by fire, provided, however, the company may, in its sole discretion, elect to accept for storage bales of cotton that are wet, muddy, damaged, with missing bands or otherwise are in apparent bad condition. If the company elects to accept such bales for storage, the same will be reconditioned and/or repaired at owner's expense before warehousing.

2. WEIGHTS
   When at owner's request, wet or damaged cotton is weighed, weighers will exercise their best judgment in making deductions, but this company does not guarantee such weighting; nor does it, at any time, guarantee weights on dry cotton.

3. DEMURRAGE
   Demurrage or other time penalty charges will not be absorbed by this company and this company is not liable for said charges, but due diligence will be used to receive and deliver cotton promptly.

4. FREIGHT ADVANCES
   Freight and other cash items advanced become a lien on cotton and are payable by the owner on demand. This company reserves the right to withhold issuance and delivery of warehouse or open yard receipts until such claims are satisfied.

5. HOURS
   The warehouse will not receive nor deliver cotton on Saturdays, Sundays or legal holidays, nor on any other days before 8:30 A.M. or after 3:30 P.M., except by special arrangement.

6. DELIVERY ORDERS
   Orders in duplicate, with tag numbers enumerated consecutively, in writing and signed, will be required for the delivery of all cotton. This requirement shall be in addition to endorsement on warehouse or open yard receipts and payment of charges.

7. SAMPLING, WEIGHING AND SPECIAL SERVICE ORDERS
   Orders in duplicate with tag numbers enumerated consecutively, in writing and signed, will be required for all extra services such as resampling, reweighing, inspection, reconditioning, etc.; and the charges therefor are payable by the owner.
   Orders for these services shall be in writing and issued by the owner or its authorized agent.
   Samples drawn upon receipt and not requested for delivery prior to shipment of the bale, will be disposed of by the company after bale has been shipped or by August 1, whichever is earlier.

8. TIME FOR EFFECTIVE DELIVERY
   When cotton in storage is ordered out for final delivery, a reasonable time must be given to this company to execute the order.

9. CHARGES
   a. The outhandling, accrued, and accruing storage and other charges shall be payable on receipt of delivery order and surrender of warehouse or open yard receipt, or receipts unless otherwise agreed to in writing between owner and company; provided however, all accrued charges of every kind on all cotton on hand June 30th of each year shall become due and payable by the owner on that date.
   b. Expenditures made by this company for the benefit of the owner although not especially mentioned or enumerated herein, shall be charged to and collected from the owner and/or held as a charge against the cotton.
   c. The Rates and Charges set forth in this tariff may be changed at any time without notice; provided, any such changes will be furnished upon request.

10. RESPONSIBILITY AND INSURANCE
   a. The responsibility of this company as a warehouseman is defined by the laws of this State. Nothing herein contained shall be deemed a waiver or modification of the rights of this company under the laws of this State.
   b. This company's liability for cotton entrusted to its care does not commence until it has been checked into warehouse or open yard and ceases after the same is loaded on trucks or in cars. Loose cotton falling or picked from the bales will be disposed of by this company.
   c. Insurance is provided to cover the market value of the cotton at the time and place of loss against ALL RISK of physical loss or damage including but not limited to, fire, lightning, windstorm, building collapse, vandalism, theft, fraud, or sprinkler leakage damage. Except to the extent of this insurance coverage, subject cotton is stored at owner's risk of loss for damage or delay caused directly or indirectly by acts of God or the elements, earthquake, labor disputes, moths, corruption, depredation of rats, mice, insects or vermin, acts of a public enemy, flood waters, war or warlike conditions or hostilities, inherent nature of the commodity, concealed damage, country damage, waterpacks, insurrection, riots, strikes, or by any cause of the same or different character beyond the control of this company. THE COMPANY'S LIABILITY, IF ANY, IS LIMITED TO MARKET VALUE AT THE TIME AND PLACE OF LOSS. As a condition precedent to recovery for loss or damage, exception must be made to the company by the receiving agent at the time of unloading at first destination and written confirmation of such exception must be received by the company within ten (10) days after unloading.
   d. This company is not responsible for delays caused by the shortage of or its inability to obtain labor, whether due to labor shortages, strikes, or labor disputes, nor for its inability to obtain equipment or service from railroads, truck lines or others.

e. This company is not responsible for delays caused by the receipt of orders for service in a volume exceeding reasonable performance capacity or by any cause beyond reasonable control of this company, and no guarantee is here made or implied covering the performance of any service at or by any specified time of day or night. Storage charges shall accrue at regular tariff rates until delivery is completed, notwithstanding delays in delivery caused by labor shortages, strikes, labor disputes, or any cause beyond the reasonable control of this company.

f. This company disclaims any liability for missing bands, illegible marks, damage of any nature, open heads, or missing bales, unless exception is made by receiving agent at time of unloading at first destination, and as a condition precedent to recovery for loss or damage, exception must be made to the company by the receiving agent at the time of unloading at first destination and written claim based on such exception must be received by the company within ten (10) days after unloading.

11. ACCESS TO COTTON

No person not an employee of this company will be allowed access to cotton for which this company is responsible, unless accompanied by an employee of this company. The regular labor charge shall apply in respect to the time expended by the employee in accompanying said person; such employees will, when requested, perform any reasonable service during said period.

12. COTTON, REJECTED OR REFUSED

Cotton ordered out for delivery, which is refused or rejected, or for any reason not accepted as originally ordered, will be returned to storage and shall be subject to restocking charges.

13. ENVIRONMENT

This company will not be required to accept for storage any cotton which contains a hazardous substance, provided however, that this provision does not impose a duty upon the company to test and/or inspect cotton tendered for delivery to it to determine if the cotton contains a hazardous substance. The original baler represents to company that as of the date of delivery of the cotton, said cotton does not contain a hazardous substance. The original baler agrees to indemnify, defend with counsel selected by company, protect and hold harmless company, its directors, officers, employees, agents, assigns from and against all loss arising from or attributable to any breach by the original baler of said representation.

14. WAREHOUSEMAN'S LIEN

Lien is claimed for all accrued and accruing advances, charges and liabilities, the precise amounts of which are unknown at the time of issuance of the warehouse receipt hereunder, including but not limited to, storage from receipt until delivery out (including but not limited to, storage due to delay not caused by negligence of company), banding or rebanding, insurance, interest, delivery, labor, weighing, handling, segregation, consolidation, sampling, resampling, reweighing, typing, marking. Loading, unloading, reconditioning, tagging, patching, administrative and record keeping services, services in connection with government loans, extra services, delinquency charges, collection and lien foreclosure costs and expenses, including reasonable attorney's fees.

15. COSTS OF COLLECTION AND ATTORNEY'S FEES

The company's costs of collection, including the company's reasonable attorney's fees, are charged to the account of the owner. In any suit, the prevailing party shall be entitled to costs of suit and attorney's fees, set summarily by the Court.

16. AMERICAN COTTON SHIPPERS ASSOCIATION RULES

Where relevant, the rules and bylaws of American Cotton Shippers Association apply to all transactions, unless contrary to other provisions in this tariff or to the terms of other written agreements between the parties.

17. DEFINITIONS

As used herein the following terms have the following meanings:

a. "company" means RSM Company., a corporation, its successors and assigns.

b. "original baler" means the entity delivering cotton to the company and to whom any warehouse receipt was originally issued by the company.

c. "owner" means an entity proving to the satisfaction of the company that said entity is the owner of the cotton involved. Such proof would include but not be limited to the possession by the entity of a valid warehouse receipt for the cotton.

d. "authorized agent" means an entity proving to the satisfaction of the company that said entity has the authority to act on behalf of the owner.

e. "order" means an order in writing affecting the cotton executed by the owner or an authorized agent.

f. "hazardous substance means any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to any federal, state or local statute, law, ordinance, resolution, code rule, regulation, order or decree regulating relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

g. "State" means the state where the warehouse at which the cotton is tendered for storage is located.

18. INTEGRATED AGREEMENT

This tariff contains all the agreements of the parties and cannot be amended or modified except by a written agreement.

19. CAPTIONS

The captions of this Tariff shall have no effect on its interpretation.

20. SINGULAR AND PLURAL

When required by the context of this Tariff, the singular shall include the plural.

21. SEVERABILITY

The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.

22. APPLICABLE LAW

This Tariff shall be construed and interpreted in accordance with the laws of this State.