OASIS WAREHOUSE, LLC.

T A R I F F

EFFECTIVE SEPTEMBER 1, 2026

Warehouse Code: 937535
816 County Road 331
Seminole, Texas 79360

Main Phone: (432) 209-2192
Warehouse Manager Jesse Covarrubias
Cell Phone: (432)-955-5845
Website: www.OasisGin.com
Email:oasiswarehouse@oasisgin.com
Mailing Address: P. O. Box 897, Seminole Texas 79360

Regular loading hours Monday -Friday 8:00am – 4:00pm
During ginning season loading hours 7 days a week from 7:00am to 6:00pm

Active membership in:
National Cotton Council, Cotton Warehouse Association of America and Texas Cotton Association

OASIS WAREHOUSE TARIFF
SEMINOLE, TEXAS

Description of Charges	**Cost Per Bale**
1) **RECEIVING**:	
Includes weighing, tagging, placing in storage, and issuing warehouse receipts	$3.65
PLAINS COTTON IMPROVEMENT PROGRAM (COLLECTION ONLY)	$0.10
TBWEF West Texas Maintenance Fee (COLLECTION ONLY)	$1.00
TOTAL CHARGE	**$4.75**
2) **STORAGE**: First 30 days or fraction there of	$2.40
3) **DAILY STORAGE**: Each storage day after the first 30 days	$0.08
4) **INSURANCE FIRST 30 DAYS OR FRACTION PART THEREOF** Each storage month thereafter, or fraction thereof	$0.15
5) **DELIVERY CHARGES**: Including picking out by tag number, removing from storage, up to six letters marking; Blocking into for proofing and loading. (During the ginning season we will be loading 7 days a week from 7:00am to 6:00pm)	$5.75
6) Shipping Order in twenty (20) Bales or Less Extra Handling Charge	$4.75
7) **UNIVERSAL DENSITY COMPRESSION**:	$9.75
8) **APPLYING SHIPPERS PATCH OR TAG:**(per item)	$0.50
9) **RESAMPLING:** (Both sides and one side, must be delivered electronically via EWR.)	$5.00
10) **REWEIGHING:** Including 4 copies of Certified Weight Sheets	$5.00
11) **RANGING:**	$3.00
12) **CANCELLATION**: of order and return to stock after breakout	$10.00
13) **CHANGE OF SHIPPING ORDER**: including, but not limited to, schedule date change, phyto request after receiving shipping order, etc.	$2.00
14) **EXTRA MARKING** (in excess of six letters)	$0.75
15) **EARLY PICK-UP**: bales picked up prior to the due date	$99.00
16) AFTER HOURS: bales picked up outside of regular loading hours	$99.00
17) **LATE PICK-UP**: bales picked up after the due date	$1.50
18) **EXTRA CHARGE:** to email shipping, weighing, and/or sampling information-per sheet	$0.50
19) **REARRANGING:** cotton on truck for any reason	$1.00
20) **SURCHARGE:** loading flatbed trucks	$2.00

21) **EXPEDITED SERVICES**: Please Call Warehouse! Expedited Services will be performed at rates agreed

22) **PHYTOSANITARY APPLICATION**: per shipping order (flat rate) $5.00

23) **CONSOLIDATION**: includes unloading, checking marks only, and reloading. $3.00
Daily Storage of $0.075 will start the day the cotton is received

24) **Administration Fee**: emailing one invoice per email (invoices that are all on one email will not be charged this fee). $5.00

SERVICES NOT LISTED WILL BE PERFORMED AT RATES AGREED UPON AT TIME SERVICE IS REQUESTED

TARIFF, INCLUDING TERMS AND CONDITIONS, SUJECT TO CHANGE (See MISC. para. 4)

TERMS AND CONDITIONS

A. DEFINITIONS

As used herein, the following definitions apply:

1. **Owner:** shall mean the grower, shipper or other person and/or entity storing cotton in the Company's warehouse and each of their respective heirs, executors, successors and assigns.

2. **Company**: shall mean Oasis Warehouse, Inc. and its successors and assigns.

3. **Business Days**: shall mean Monday through Friday, except for any of such days which are Holidays.

4. **Holidays**: shall mean Labor Day, Memorial Day, Independence Day, and Christmas Day; except that if any of such Holiday falls on a Saturday, then the preceding Friday shall be deemed a Holiday, or if any such Holiday falls on a Sunday, then the following Monday shall be deemed a Holiday**.**

5. The **Normal Work Week** of the company office shall be from 8:00 a.m. until 5:00 p.m., Central Standard Time, on Business Days each week. Services at other times may be provided by special arrangements and at the discretion of the Company provided.

6. **Complete Shipping Order** shall mean all applicable warehouse receipts (in numerical order) and a complete set of shipping instructions, which shall include a standard electronic shipping order, means of conveyance, desired load date, and any other desired special instructions such as special markings, resampling, reweighing, etc. The order must be accompanied by an original compress receipt or recognized electronic receipt. Company only recognizes compress tag numbers. An order does not become a Complete Shipping Order until a Due Date is assigned and the foregoing documents are received by the Company.

7. **Due Date** shall mean the date on which the Company agrees to have the cotton covered by a Complete Shipping Order ready for loading.

8. **Tariff** shall mean the Description of Charges, and these Terms and Conditions which, coupled with the applicable Warehouse Receipt, constitute the entire agreement between Owner and the Company.

B. BILLING

1. Charges for services rendered under this Tariff shall be due and payable on Owner's receipt of Company's invoice and surrender of warehouse receipt unless otherwise stated.

2. Pursuant to the Section 7.209 of the Texas Business & Commerce Code and other applicable

statutes, the Company is hereby granted a continuing security interest and lien on each bale of cotton (and the proceeds thereof) which is stored to secure all charges, advances, liabilities and other amounts owing to the Company under this Tariff with respect to the bale of cotton.

3. All amounts due are payable to the Company at its general office in Seminole, Gaines County, Texas. For cash customers, if payment is not received 48 hours of receipt of invoice, then a $50.00 penalty fee will be assessed. Invoices not paid within thirty (30) days of the date upon which they are due will become delinquent. Company may assess a finance charge of 1.5% per month (or the highest lawful rate, if less) for any delinquent payments until paid. In addition, Company shall be entitled to collect reasonable attorney's fees incurred to foreclose upon collateral and to collect outstanding past due amounts owing under this Tariff.

4. Except as otherwise provided herein, 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, water packs, inherent nature of the merchandise, or other causes beyond the control of Company. As a condition of storage, the failure of Company to deliver goods to any person entitled thereto shall not constitute a conversion of goods nor subject Company to any liability whatsoever when such non delivery results from causes arising from any cause beyond the control of Company as set forth in this paragraph. **In the event of fire, damage to, or casualty to a bale, Owner will be billed for all accrued charges, including storage and handling.**

5. The Company reserves the right to accelerate and demand payment of all accrued charges due and owing on all cotton as of July 31 of each year.

6. In certain circumstances, the Company may, in the exercise of its sole discretion, permit certain Owners to make payment-in-full for accrued charges after cotton has shipped. However, if Owner fails to tender payment-in-full for all charges within ten (10) days from the date of any shipment, the Company reserves the right to demand **cash-on-delivery** for any and all future shipments. In such cases, the Company will not release cotton for shipment until payment-in-full for all outstanding accrued fees has been made. Company is not obligated to provide the Owner with advance notice of this change in status.

7. Storage will cease on the Due Date. If the cotton is not picked up on the Due Date contained in the Complete Shipping Order, then a penalty will be assessed in the amount of $1.50 per bale per day, beginning on the Due Date and continuing through the date loaded or through the date Change/Cancellation of Shipping is received by Company, as the case may be. In addition to all other applicable charges, Owner will be charged an additional $99.00 per load ("Early Pick-Up Charge") for all loads picked up prior to the Due Date. Company may, in its sole discretion, waive the Early Pick-Up Charge where Owner makes reasonable advance efforts to schedule an early pick-up time with Company.

8. The shipment of USDA Commodity Credit Corporation ("CCC") - interest cotton without surrender of the original warehouse receipt prior to shipment as allowed by the Secretary of Agriculture may be subject to special service charges. Cotton stored under special contract with the CCC shall be released from the special contract upon a sale or transfer of the cotton to another person and/or entity. Upon the sale or transfer, the cotton shall be deemed to be stored subject to the Tariff that is in effect on the date of the sale or transfer.

9. Company reserves the right to invoice Owner charges for additional services required to be performed, actual labor costs and other expenses incurred, not specifically mentioned herein, such

services to be described on any invoice rendered.

C. SCHEDULING AND SHIPPING

1. **Due Date**: Owner is responsible for obtaining a Due Date - i.e. scheduling shipments through the Company. If the initial shipping date requested by Owner is not available, the Company will assign the next available shipping date for such cotton or a mutually agreed alternate date. No Due Dates will be given on Holidays and/or on a non-Business Day, unless by special arrangement. **The Owner is responsible for confirmation with Company of the Due Date**. Shipping instructions do not constitute a Complete Shipping Order until a Due Date is assigned. This Company accepts Staging Shipping Orders ("SSOs"). A surcharge of $5.00 will be assessed if Owner fails to release warehouse receipts within three (3) working days of the scheduled Due Date. Owners may verify and confirm electronically the availability of Due Dates and shipping status via the following website: **www.ismyloadready.com.**

2. Guaranteed Shipments: The Company is offering Guaranteed Shipping dates of 60 days or less on bulk shipping orders. On shipping orders received where the warehouse will put the orders into lots and provide the Owner an electronic tag list of each individual lot, the charge will be $32.00 per bale. On bulk orders received by the Company that the bales are already in lots that the Owner requests, the charge will be $34.00 per bale.

3. Owner has the duty to inspect the cotton before it leaves the warehouse. Truckers will be afforded the opportunity to inspect each bale loaded for contamination or other defects. Company is not responsible for contamination due to trucks being in an unsuitable condition to carry cotton.

4. **Company shall not be liable for any loss (whether direct or indirect) due to any delays in shipment and/or any failure to have cotton available for shipment where such delay is caused by acts of God, acts of civil or military authority, acts of terrorism, weather, fire, flood, insurrection, riot, strike, labor dispute, unavailability of transportation facilities, or any other causes beyond the control of the Company. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY KIND RELATING TO OR ARISING OUT OF ANY DELAYS IN SHIPMENT OR UNAVAILABILITY FOR SHIPMENT.**

   Owner acknowledges that during and following the peak of the harvest season shipping delays may be experienced by Company, particularly in high production years. Owner's shipping plans must take into account the possibility of such delays. It is further expressly agreed and understood that delays in shipment caused under such circumstances are events which constitute "unavailability of transportation facilities" as recited in the immediately preceding paragraph.

5. Company has adopted cotton shipping standards recommended by the National Cotton Council-Cotton Flow Committee. The normal receiving period for Company is October, November, December, January and February.

D. INSURANCE, LIABILITY AND PRESENTMENT OF CLAIMS

1. Company carries named named-peril insurance covering baled cotton in its possession or under its

control. **Except to the extent of this insurance coverage, all cotton is stored at the Owner's risk.** Owners having cotton stored with the Company which is contracted for sale at prices higher than market value, as determined by the Company's insurance policy, have the duty to obtain additional insurance, if it is desired and at Owner's expense, to cover the difference between contracted value and market value. In the case of damage to, or casualty of a bale, the Company expressly disclaims any liability or obligation to pay any price for the cotton other than in accordance with the valuation provisions contained within the applicable policy of insurance and only to the extent coverage is available. **IN NO EVENT SHALL THE COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF DAMAGE OR CASUALTY TO COTTON REGARDLESS OF THE CAUSE OF THE DAMAGE OR CASUALTY.**

2. Nothing contained within this agreement shall be construed as placing a duty on the Company to inspect for possible damage to any bale delivered for storage.

3. The weights on all warehouse receipts issued by this Company are recorded by certified electronic scales. **Company shall not be liable for any claims arising out of or resulting from bale weight of any kind**. The Company assumes no responsibility for the density and/or weight of any cotton not compressed at its facility.

4. Company is not responsible for invisible damage, misshapen bales, or latent or inherent defects, or claims otherwise resulting from the compression and/or ginning process. This Company makes no representations or warranties as to the quality or grade of any cotton stored in its warehouse. The Company is not liable for loss, damage or unmerchantability of cotton received with insufficient, inadequate, low quality, defective bale covering and/or ties.

5. Except as may be otherwise provided herein, Owner assumes all risks of loss, including but not limited to damage or delay by acts of God, acts of civil or military authority, invasion, insurrection, riots, strikes, labor disturbances, acts of enemies of the Government, sprinkler malfunction, loss in weight or concealed damage, or other loss outside the control of the Company. 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 to the action of any Governmental body or any other cause beyond the Company's control.

6. Each Owner that stores cotton with the Company warrants that such cotton is free and clear of all liens except those disclosed and described on the warehouse receipts issued by the Company. The Company is under no obligation to honor liens claimed by third parties that are not expressly noted on the applicable warehouse receipt.

7. **Timely Presentment of Claims**: The Company shall not consider or be liable for any claim for damaged cotton unless presented in the following manner:

    i. **Cotton immediately Destined for Export: With respect to cotton immediately destined for export, the Company will not consider or be liable for any claim for damaged cotton where such damage is not discovered prior to, or at time of shipment from its plant.**

    ii. **Cotton Destined For Points Within The Continental United States: With respect to cotton destined to points within the continental United States, the Company will not consider or be liable for 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 (10) days from the date of shipment or within ten (10) days of the date upon which Owner receives actual notice of the damage to the cotton, whichever is sooner. In either case, Company shall be given an opportunity to inspect the cotton before repairing or reconditioning is done as a condition precedent to the consideration of a claim.

E. MISCELLANEOUS

1. The Company's electronic warehouse receipt provider is EWR, Inc. The company hereby disclaims any and all liability for any conduct of EWR, Inc. that results in delays in service or other damage or injury to the Owner's cotton or any consequential damages arising therefrom.

2. The substantive laws of the State of Texas (and not its conflicts of law provisions) govern all matters arising out of or relating to this Tariff and all transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement.

3. Any action or proceeding seeking to enforce any provision of, or based upon any right arising out of, this Tariff may be brought against either of the parties in the courts of the State of Texas, County of Gaines, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Texas, Lubbock Division, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

4. This Tariff, together with the warehouse receipt, contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior written and oral agreements and understandings between the parties with respect to the subject matter of this Tariff. This Tariff may be unilaterally modified by the Company upon thirty (30) days written notice to the Owner; and, if the Owner fails to remove all cotton stored with the Company prior to the effective date of the proposed amendment, the Owner shall be deemed to have accepted the Amended Tariff. The warehouse receipt may not be amended except by the issuance of a new replacement written or electronic warehouse receipt.

5. The invalidity or unenforceability of any provision of this Tariff shall not affect the validity or enforceability of any other provisions of this Tariff, which shall remain in full force and effect. If any of the covenants or provisions of this Tariff are determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Tariff.

6. The Texas Boll Weevil Eradication Foundation West Texas Maintenance Area Maintenance Fee will be assessed on Owner's bales. Maintenance fee rules and a map of the zones can be found at: http://txbollweevil.org/. All cotton grown in the West Texas Maintenance Area is subject to the maintenance fee for the crop years 2016 and later. If you believe a maintenance fee is not due on your cotton, direct inquires to the Texas Boll Weevil Eradication Foundation, 800-687-1212.

7. All Phytosanitary application requests must be included on the shipping order. If the Phytosanitary application request is not on the shipping order and the request is made after the receipt of the shipping order, then the Change of Shipping Order fee will be assessed.