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| Service Contract No. | 7110134807 |
| Organization No. | 019210 |
| Essential Terms No. | ZIMU-151 , SSPH-016 |
| FMC File No. | 2FQ022DM |
| CUCC: | USFACSS |

This Service Contract (“Contract”) is entered into between **ZIM Integrated Shipping Services, Ltd.** and **Seth Shipping (S), Ltd.** and **Fashion Accessories Shippers Association DBA Gemini Shippers Association** (“Gemini”). The parties hereby mutually agree to the rates, terms and related conditions set forth in the following pages. In witness whereof, the parties have executed this Contract through their duly authorized representatives as of the date(s) set forth below.

**Certification**

Pursuant to FMC regulations (46 CFR Part 530.6), **Fashion Accessories Shippers Association DBA Gemini Shippers Association,** by execution of this Contract certifies its status and the status of all Affiliates authorized to use this Contract as

(1) Owner of the Cargo (“Beneficial Cargo Owner” or “BCO”);

(2) Non-Vessel Operating Common Carrier (FMC No. ), having a published

Tariff that has been filed with the Federal Maritime Commission, and Surety Bond No. , dated , issued by ;

(3) X Shipper’s Association.

Note: If, at any time during the term of this service Contract, the above-noted NVOCC license, bond, tariff or other security, expires, is revoked, or otherwise becomes invalid for any reason, the service Contract shall stand null and void;

Carrie Ramage Ken O’Brien

Regulatory Contract / Tariff Manager President

Mark E. Newcomb

Counsel and Vice President – Claims & Ins.

|  |  |
| --- | --- |
| **ZIM Integrated Shipping Services, Ltd.** | **Fashion Accessories Shippers Association DBA Gemini Shippers Association** |
| Date:  9 Andrei Sakharov St. MATAM POB 15067, Haifa 3190500 ISRAEL | Date:  137 West 25th Street  New York, NY 10001 |
| **Seth Shipping (S), Ltd.** | Tel: 212-947-3424 |
| Date:  Bodco Complex, Victoria | Email: kobrien@geminishippers.com |
| P.O. Box 371, Mahe, Seychelles |  |

**APPENDIX “A” – ESSENTIAL TERMS**

**TERM 2 – SCOPE – DESTINATIONS**

**Canada Destinations:**

Calgary (Ab), Canada (CACAL)

Edmonton (Ab), Canada (CAEDM)

Halifax (Ns), Canada (CAHFX)

Montreal (Qc), Canada (CAMTL)

Toronto (On), Canada (CATRT)

Vancouver (Bc), Canada (CAVAN)

Winnipeg (Mb), Canada (CAYWG)

**U.S. Destinations:**

Atlanta, GA (USATL)

Baltimore, MD (USBAL)

Birmingham, AL (USBHM)

Boston, MA (USBOS)

Charleston, SC (USCHS)

Chicago, IL (USCHI)

Cincinnati, OH (USCVG)

Cleveland, OH (USCLE)

Columbus, OH (USCLB)

Dallas - Fort Worth Apt, TX (USDFW)

Detroit, MI (USDET)

Houston, TX (USIAH)

Indianapolis, IN (USXIN)

Jacksonville, FL (USJAX)

Joliet, IL (USJOL)

Kansas City, KS (USKAN)

Los Angeles, CA (USLAX)

Louisville, KY (USLSV)

Memphis, TN (USMEM)

Miami, FL (USMIA)

Minneapolis, MN (USMIN)

Mobile, AL (USMOB)

Nashville, TN (USNVL)

New Orleans, LA (USMSY)

New York, NY (USNYC)

Norfolk, VA (USORF)

Savannah, GA (USSAV)

Tampa, FL (USTPA)

Wilmington, NC (USILM)

**APPENDIX “A” – ESSENTIAL TERMS**

**TERM 3 – COMMODITIES:**

9999.99.0000 - Commodities Not Specified According To Kind

**TERM 4 – MINIMUM QUANTITY COMMITMENT (MQC)**

Association Member agrees to tender for shipment hereunder during the term of this contract a minimum of **7,500** x 20 ft. equivalent units (TEU’S) hereinafter referred to as MQC from the origins specified in Term 1 above and to the destinations specified in Term 2 above.

**TERM 5 – DURATION**

This contract shall become effective on **May 15, 2023** or upon the date of filing with the Federal Maritime Commission, whichever is later, and shall expire on **April 30, 2024**.

Amendment No. 01 Effective 18-May-2023

Amendment No. 02 Effective 01-Jun-2023

Amendment No. 03 Effective 23-Jun-2023

Amendment No. 04 Effective 04-Jul-2023

Amendment No. 05 Effective 19-Jul-2023

Amendment No. 06 Effective 31-Jul-2023

Amendment No. 07 Effective 10-Aug-2023

Amendment No. 08 Effective 24-Aug-2023

Amendment No. 09 Effective 13-Sep-2023

Amendment No. 10 Effective 27-Sep-2023

Amendment No. 11 Effective 04-Oct-2023

Amendment No. 12 Effective 11-Oct-2023

Amendment No. 13 Effective 19-Oct-2023

Amendment No. 14 Effective 07-Nov-2023

Amendment No. 15 Effective 16-Nov-2023

Amendment No. 16 Effective 22-Nov-2023

Amendment No. 17 Effective 30-Nov-2023

Amendment No. 18 Effective 06-Dec-2023

Amendment No. 19 Effective 14-Dec-2023

Amendment No. 20 Effective 19-Dec-2023

Amendment No. 21 Effective 21-Dec-2023

Amendment No. 22 Effective 02-Jan-2024

Amendment No. 23 Effective 17-Jan-2024

Amendment No. 24 Effective 23-Jan-2024

Amendment No. 25 Effective 29-Jan-2024

Amendment No. 26 Effective 06-Feb-2024

Amendment No. 27 Effective 12-Feb-2024

Amendment No. 28 Effective xx-Feb-2024

**APPENDIX “B” – CONTRACT RATES**

Except as otherwise provided herein, cargo moving under this Contract shall be subject to the agreed rates set forth in the attached “Rates Spreadsheet,” which shall form a part of this contract. Unless otherwise specified herein, agreed rates set forth hereunder shall be subject to all surcharges, tariff charges, arbitraries, local charges and General Rate Increases (GRI) which are applicable and effective per the applicable governing tariff(s) and essential terms tariff(s) at the time of shipment.

**Rates Spreadsheet**



**Arbitraries**



**Notes** – Rates herein are subject to the following notes:

**Note 1: General Rate Increase (GRI)**

Not subject to General Rate Increase for the duration of this contract.

**Note 2: Peak Season Charge (PIS)**

Subject to mutually agreed upon PIS

**Note 3: Gemini Appendix (attached)**



**Note 4: New Bunker Adjustment Factor (NBF) / New Low Sulphur Surcharge (GPO)**

Ocean freight is subject to quarterly filed New Bunker charges / New Low Sulphur Fuel charges.

**Note 5: Mutual Agreement**

No additional charges unless mutually agreed upon

**Note 6: Membership Dues**

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**APPENDIX “C” – AFFILIATES**

Gemini hereby certifies that Affiliate name and address information will be provided to the Federal Maritime Commission upon request within ten (10) business days of such request, per 46 CFR 530.8(b)(9)(i).

The following parties are affiliates of Gemini and shall be entitled to tender shipments under this Contract. Gemini further warrants that it is authorized to enter into this Contract on behalf of the listed affiliates.

**AFFILIATES:**

N/A

**ASSOCIATION MEMBERS:**

