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| Service Contract No. | 7110268897 |
| Organization No. | 019210 |
| Essential Terms No. | ZIMU-151, SSPH-016, GOSU-101 |
| FMC File No. | 27I1LIDN |
| CUCC: | USFACSS |

This Service Contract (“Contract”) is entered into between **ZIM Integrated Shipping Services, Ltd.** and **Seth Shipping (S), Ltd. and Gold Star Line 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

Crystal Kennedy

Vice President and General Counsel

|  |  |
| --- | --- |
| **ZIM Integrated Shipping Services, Ltd.**  Date: | **Fashion Accessories Shippers Association DBA Gemini Shippers Association** |
| 9 Andrei Sakharov St. MATAM  POB 15067, Haifa 3190500 ISRAEL    Donald Davis  On behalf of | Date:  137 West 25th Street New York, NY 10001  Tel: 212-947-3424  Email: kobrien@geminishippers.com |
| **Seth Shipping (S), Ltd.** |  |
| Date:  Bodco Complex, Victoria |  |
| P.O. Box 371, Mahe, Seychelles    **Gold Star Line, Ltd.**  Date:  Unit 702, Level 7, Manulife Place, 348 Kwun Tong Road, Kowloon, Hong Kong |  |

**APPENDIX “A” – ESSENTIAL TERMS**

**TERM 2 – SCOPE – DESTINATIONS(Cont’d)**

**U.S. Destinations: (Cont’d)**

Savannah, GA (USSAV)

Tampa, FL (USTPA)

Wilmington, NC (USILM)

**U.S.PR Destinations:**

San Juan, Puerto Rico (PRSJU)

**TERM 3 – COMMODITIES:**

4202.12.0000 – -- With Outer Surface Of Plastics Or Of Textile Materials

9999.99.0004 - 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 **5800** 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 07, 2024** or upon the date of filing with the Federal Maritime Commission, whichever is later, and shall expire on **April 30, 2025.**

Amendment No. 35 Effective XX-Jan-2025

**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**



**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: Gemini Appendix (attached)**



**Note 3: 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 4: Mutual Agreement**

Notwithstanding the assessorial inclusions listed in Appendix B, if at any time during the term of this contract, the carrier publishes in its governing tariff (s) any Peak Season Surcharge (PIS) or establishes any new additional charge, the parties agree to consider and, upon mutual agreement, implement such increase / new charge affecting shipments under this contract. If the parties are unable to reach mutual agreement on the aforementioned, either party may, upon 30 calendar days written notice to the other party, terminate this contract for the affected portion of the contract.  Upon termination, the minimum quantity commitment shall be:

1. Prorated in the same proportion as the revised term is to the original contract term, if terminated in its entirety;
2. Reduced by quantities shipped up to that date to/from the affected ports; or
3. As otherwise mutually agreed

**APPENDIX “D” – FREE TIME, DEMURRAGE AND DETENTION (Cont’d)**

**Multi-Container Rule (MCR)**

**Baltimore**:

Free Time, for consignments laden in dry cargo containers manifested to one Consignee, ~~from one Shipper~~, arriving on one Vessel shall be applied as follows:

5 days: 11 – 15 Containers

6 days: 16 – 18 Containers

7 days: 19 – 21 Containers

8 Days: 22 – 24 Containers

9 Days: 25 – 27 Containers

10 Days: 28 Containers and Up

Upon expiry of ten (10) days Free Time, Demurrage shall be at the rate of the second demurrage period (tier).

NOTE: Consignee shall furnish to both the Terminal and Carrier a complete list of containers, identifying each container by identification / serial number and size, on the form provided by the Terminal prior to arrival of the vessel. Should Consignee fail to furnish such information prior to arrival of the vessel, the Multi-Container rule shall not apply.

**Boston**:

The free time specified in the tables below will apply on multiple container movements, except containers carrying cargo specified in item (C), when all such containers are consigned to one importer, ~~from one shipper~~, on one vessel. Provided however, that prior to the arrival of the vessel, the consignee furnishes the Terminal a complete list of containers, on a form provided by the Terminal, broken down by container identification number and size. This provision will not apply when containerized cargo discharged at other ports, is transported by rail or truck to the Terminal to be eventually drayed intact to local consignees.

a.      Multiple Container Rule Table No.1 shall apply to all containers except Temperature Controlled Containers.

b.      Multiple Container Rule Table No.2 shall apply to Temperature Controlled Containers only. For the purpose of the tables the term “days” shall mean business days that the Terminal is open to truck movements and excludes Saturdays, Sundays and Holidays.

i.       Multiple Container Rule Table 1: (All Containers EXCEPT Temperature Controlled Containers)

1.      From 9 up to/including 10 containers 6 days

2.      From 11 up to/including 12 containers 7 days

3.       From 13 up to/including 14 containers 8 days

4.      From 15 up to/including 16 containers 9 days

5.      From 17 and over 10 days