|  |  |
| --- | --- |
| 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

President and General Counsel

|  |  |
| --- | --- |
| **ZIM Integrated Shipping Services, Ltd.** | **Fashion Accessories Shippers Association DBA Gemini Shippers Association** |
| Date:  9 Andrei Sakharov St. MATAM  POB 15067, Haifa 3190500 ISRAEL    Carrie Ramage  Regulatory Contract / Tariff Manager | 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    Carrie Ramage  Regulatory Contract / Tariff Manager  **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:**

5209.42.0003 - Cotton Garments, Nos

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. 01 Effective 11-May-2024

Amendment No. 02 Effective 22-May-2024

Amendment No. 03 Effective 22-May-2024

Amendment No. 04 Effective 24-May-2024

Amendment No. 05 Effective 29-May-2024

Amendment No. 06 Effective 31-May-2024

Amendment No. 07 Effective 03-Jun-2024

Amendment No. 08 Effective 05-Jun-2024

Amendment No. 09 Effective XX-Jun-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**



**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 “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:**

