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| Service Contract No. | 7110315664 |
| Organization No. | 019210 |
| Essential Terms No. | ZIMU-151 |
| FMC File No. | 2DJQBPNO |
| CUCC: | USFACSS |

This Service Contract (“Contract”) is entered into between **ZIM Integrated Shipping Services, 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. MATAMPOB 15067, Haifa 3190500 ISRAEL | Date:137 West 25th Street New York, NY 10001Tel: 212-947-3424Email: kobrien@geminishippers.com |
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**APPENDIX “A” – ESSENTIAL TERMS**

**TERM 1 – SCOPE - ORIGINS**

**Far East Origins:**

Cai Mep, Vietnam (VNTCT)

Haiphong, Vietnam (VNHAI)

Ningbo, China (CNNGB)

Qingdao, China (CNQIN)

Shanghai, China (CNSNH)

Yantian, China (CNOJA)

**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 **10** 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 **September 11, 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 13-Sep-2024

Amendment No. 02 Effective XX-Oct-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: 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.

**APPENDIX “C” – AFFILIATES**

Merchant 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 the Merchant and shall be entitled to tender shipments under this Contract under the same terms and conditions as the Merchant. The Merchant warrants that all affiliates listed herein are entities controlled by, controlling, or under common control with Merchant. [The term "control" means at least 25% legal ownership.] The Merchant further warrants that it is authorized to enter into this Contract on behalf of the listed affiliates. In consideration of the right to ship under this Contract and to receive the rates and other benefits provided, all such affiliates agree that they are jointly and severally liable for any breach of the Contract, including but not limited to any liquidated damages provided for hereunder.

**AFFILIATES:**

N/A

**ASSOCIATION MEMBERS:**



**APPENDIX “D” – FREE TIME, DEMURRAGE AND DETENTION**

~~Unless otherwise specified herein, the free time shall expire at 5:00 p.m. on the last free day. On the next calendar day, demurrage and/or detention charges apply.~~

~~The container(s) must be returned to the terminal from which it was removed unless otherwise authorized by the ocean carrier.~~

~~Consignee, consignee agent, and shipper party of this contract are jointly and severally responsible for all charges incurred under this contract.~~