**AMENDMENT NO: 36**

**AGREEMENT TO AMEND SERVICE CONTRACT: ECI23307**

**ESSENTIAL TERMS NO: ECI23307**

WHEREAS, **Fashion Accessories Shippers Association, Inc.** and all members or affiliates named in Appendix B hereto (collectively "Shipper") entered into subject service contract with **COSCO SHIPPING Lines Co.,Ltd.** (hereinafter called "COSCO SHIPPING Lines " or "CARRIER") and WHEREAS, the parties wish to amend the Contract as shown on the pages of the Contract attached hereto;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration, the receipt of which is hereby acknowledged by both (Carrier/s) and Shipper, Shipper and (Carrier/s) have mutually agreed to amend the Contract as set forth in this amendment to the Contract. (Carrier/s) and Shipper each agree that the Contract shall be modified as shown below and each shall confirm their agreement by having an authorized representative sign where indicated below and by initialing any attachment.

\*Amend boiler plate layout to read:

<4 - FREE TIME>  
  
Exceptions (apply for 20/40/40HQ/45HQ)  
Merchant is entitled to 10 working days free detention (per diem) at USA destination.   
Merchant is entitled to 10 working days free demurrage and detention (DND) at Canada destination.   
Per diem charge is fixed at $125/unit per day after the given free time expired.   
  
Merchant is entitled to 10 calendar days of free demurrage and detention (DND) at China origin.  
12 calendar days free detention at origin for booking: 6380454670

Carrier/s and Shipper further agree that (Carrier/s) shall file the above- described amendment with the Federal Maritime Commission and said amendment shall become effective on the date of said filing

The party contracting with the Carrier under the terms of this contract certifies its status is as follows:

|  |  |
| --- | --- |
| Beneficial Owner of Cargo | Shipper Association |
|  |  |
| Automated NVOCC  NVOCC Shipper Association  Other (\*) | Non-Automated NVOCC  \_\_ X BCO Shipper Association |

(\*) Merchant must provide further identification of status:

If the merchant is an NVOCC, the merchant hereby certifies that it has a tariff and bond on file with the FMC in full compliance with FMC requirement.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  | | --- | --- | |  |  | | (Signature) | (Signature) | |  |  | | COSCO SHIPPING Lines Co.,Ltd. | Fashion Accessories Shippers Association, Inc. | | Michael Carver | Kenneth O'Brien | | Vice President Sales, Global Trade & Sales Department | President/CEO Arlene Blocker - Membership Director | |  |  | |  |  | | Date: | Date: | |  |  | | Carrier Address: | Merchant Address: | |  |  | | COSCO SHIPPING Lines (North America) Inc. 100 Lighting Way Secaucus, NJ 07094 As agents for: COSCO SHIPPING Lines Co., Inc.  No. 378 Dong Da Ming Road  Shanghai, China 200080 | Fashion Accessories Shippers Association, Inc. 3rd Floor 137 West 25th Street New York, NY - 10001 United States  Electronic Signature: After the parties have signed this Agreement and it has been filed with the Federal Maritime Commission, the parties may enter into subsequent amendments in an electronic mail format (e-mail), transmitted via the Internet and executed, modified or amended by the parties with an electronic signature. Amended contracted rates are required to be maintained in this contract. In the event that this Agreement is amended in an e-mail format and executed with an electronic signature, all terms and conditions contained in the Agreement shall have full legal effect, validity and enforceability. The term "electronic signature" means an e-mail approval attached to or logically associated with the Agreement and executed by the approved persons defined below.  Arlene Blocker - ablocker@geminishippers.com | |

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