**AMENDMENT NO: 9**

**AGREEMENT TO AMEND SERVICE CONTRACT: ECI24307**

**ESSENTIAL TERMS NO: ECI24307**

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 the following contract rates

Far East/Oceania/Indian Sub-Continent/Middle East to USA

Commodity: Group A - GDSM

| Origin |  | Destination |  | Mode | DestinationVia |  | CargoNature |  | 20 | 40 | 40H | Notes | TradeTerm |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Karachi/Port Qasim |  | USWC |  | YY | USWC |  | GC |  | 713 | 891 | 891 | AD;N01;S201 | FOB |

Note AD: Rate cannot be applied with destination arbitrary.

Note N01: Rates are Not Subject to General Rate Increase (GRI)
Rates are not subject to any new collect surcharge unless mutually agreed, however, any pass-through charge by a port or government where carrier is tasked with collecting but receives no revenue stream shall be paid by the merchant
Carrier would issue the Rated or Non-Rated Seaway Bill of Lading against Shipper's request.
Peak Season Surcharge (PSS) will be fixed at $0 amount, PSS shall not be assessed against cargo carried under this contract unless mutually agreed upon by both parties and an amendment to this contract is filed.

MSC can be collect for Master Brands and its subsidiaries:
The subsidiaries include MasterBrand Cabinets, Inc.(1151647000); Masterbrand Cabinets, LLC (7063245000); Artistokraft (7167365000);

MSC can be collect for Fortune Brands and its subsidiaries:
The subsidiaries include Moen USA; Moen Canada; MasterLock; Sentry Safe; Larson Manufacturing; Thermu Tru; Riobel; Assa Abloy Residential Group Inc ( 8637071000 ) and Emtek Products Group (7829990000 )

Note S201: Rates are not subject to the Alameda Corridor Charge (ACC), Agriculture Quarantine Surcharge (AQS), Carrier Security Charge (CAS), Canadian Carbon Tax (CBX), Destination Delivery Charge (DDC), Gulf of Aden Security Surcharge (GAS), Gateway Infrastructure Fee (GIF), Panama Canal Low Water Surcharge (PLW), Panama Canal Charge (PNC), Port Security Charge at Discharge (PSD) and the Suez Canal Transit Charge (SUZ). Rates are subject to Advanced Member Dues (AMD), Bunker Charge (BUC), Origin Documentation Fee (DOC), Equipment Interchange Receipt Printing Charge (EIR), Advance Manifest Security Charge (MSC), Origin Receiving Charge (ORC), Peak Season Charge (PSS), Seal Fee (SLF), Terminal Handling Charge at Load (THC) and the Wharfage (WHF) and any other surcharges, including those fixed in this contract (where applicable) and those published in the Governing Tariff(s) at the time of shipment.

Fixed Surcharges (Far East/Oceania/Indian Sub-Continent/Middle East to USA)

Advanced Member Dues (AMD) is fixed at USD 100.00 per container.

Bunker Charge (BUC) for freight where the POD is Long Beach, Los Angeles, Oakland, Prince Rupert, Seattle, Tacoma or Vancouver is fixed at USD 527.00 per 20ft container, USD 659.00 per 40ft container and USD 834.00 per 45ft container effective through June 30, 2024.

Bunker Charge (BUC) for freight where the POD is Baltimore, Boston, Charleston, Houston, Miami, Mobile, New Orleans, New York, Norfolk, Savannah or Tampa is fixed at USD 893.00 per 20ft container, USD 1,117.00 per 40ft container and USD 1,414.00 per 45ft container effective through June 30, 2024.

Bunker Charge (BUC) for freight where the POD is Long Beach, Los Angeles, Oakland, Prince Rupert, Seattle, Tacoma or Vancouver is fixed at USD 485.00 per 20ft container, USD 606.00 per 40ft container and USD 767.00 per 45ft HQ high-cube container effective July 1, 2024 through September 30, 2024.

Bunker Charge (BUC) for freight where the POD is Baltimore, Boston, Charleston, Houston, Miami, Mobile, New Orleans, New York, Norfolk, Savannah or Tampa is fixed at USD 910.00 per 20ft container, USD 1,137.00 per 40ft container and USD 1,439.00 per 45ft HQ high-cube container effective July 1, 2024 through September 30, 2024.

Bunker Charge (BUC) for freight where the POD is Long Beach, Los Angeles, Oakland, Portland, Prince Rupert, Seattle, Tacoma or Vancouver is fixed at USD 447.00 per 20ft container, USD 559.00 per 40ft container and USD 708.00 per 45ft HQ high-cube container effective October 1, 2024 through December 31, 2024.

Bunker Charge (BUC) for freight where the POD is Baltimore, Boston, Charleston, Halifax, Houston, Jacksonville, Miami, Mobile, New Orleans, New York, Norfolk, Savannah or Tampa is fixed at USD 871.00 per 20ft container, USD 1,089.00 per 40ft container and USD 1,378.00 per 45ft HQ high-cube container effective October 1, 2024 through December 31, 2024.

Peak Season Charge (PSS) is fixed at USD 0.00 per container.

**LEGEND**

**Bold:** additions

Underline: changes

~~Strikethrough:~~ deletions

**CODE DEFINITIONS**

Cargo Nature Definitions

GC = General Cargo

RF = Refrigerated Cargo

DG = Dangerous (Hazardous) Cargo

AW = Awkward Cargo (Out of Gauge Cargo)

AD = Awkward Dangerous Cargo (Out of Gauge Dangerous Cargo)

RD = Refrigerated Dangerous Cargo

Container Type Definitions:

GP = General Purpose Container

FL = Flat Rack

HG = General Purpose Hanger Container

GH = High-Cube Hanger Container

HQ = High-Cube Container

OT = Open Top Container

PL = Platform

RF = Standard Refrigerated Container

RQ = High-Cube Refrigerated Container

TK = Tank Container

FQ = Flat Rack High Cube

OC = Open Top High Cube

OH = Hard Top High Cube

OQ = Open Top High Cube

H1 = standard garment container fitted with Rack 1 - tier

(hanger fittings with single tier bar equipment)

H2 = standard garment container fitted with Rack 2 - tier

(hanger fittings with double tier bar equipment)

H3 = standard garment container fitted with Rack 3 - tier

(hanger fittings with triple tier bar equipment)

H4 = standard garment container fitted with Rack 4 - tier

(hanger fittings with quadruple tier bar equipment)

G1 = high cube garment container fitted with Rack 1 - tier

(hanger fittings with single tier bar equipment)

G2 = high cube garment container fitted with Rack 2 - tier

(hanger fittings with double tier bar equipment)

G3 = high cube garment container fitted with Rack 3 - tier

(hanger fittings with triple tier bar equipment)

G4 = high cube garment container fitted with Rack 4 - tier

(hanger fittings with quadruple tier bar equipment)

SOC Indicator

"Y" = Cargo moving in shipper owned containers only.

"N" = Cargo moving in carrier owned containers only.

"A" = Cargo moving in shipper owned containers or carrier owned containers. Shipper owned containers are subject to a SOC surcharge if a SOC surcharge is filed in carrier's tariffs of general applicability or in this contract.

No SOC Indicator = Cargo moving in carrier owned containers only.

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/CEOArlene Blocker - Membership Director  |
|  |  |
|  |  |
| Date:  | Date:  |
|  |  |
| Carrier Address:  | Merchant Address: |
|  |  |
| COSCO SHIPPING Lines (North America) Inc.100 Lighting Way Secaucus, NJ 07094As agents for:COSCO SHIPPING Lines Co., Inc. No. 378 Dong Da Ming Road Shanghai, China 200080 | Fashion Accessories Shippers Association, Inc.3rd Floor137 West 25th StreetNew York, NY - 10001United StatesElectronic 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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