

# ONE SERVICE CONTRACT NO. NYC0026B22 AMENDMENT NO. 157

Effective Date 29 Mar, 2024

This Service Contract("Contract") is made between Ocean Network Express Pte. Ltd.((hereinafter called "ONE" or "CARRIER") and FASHION ACCESSORIES SHIPPERS ASSOCIATION (hereinafter called "Shipper") and all members or affiliates named in Term 9, whereby the parties

mutually agree as set forth in pages attached hereto. IN WITNESS WHEREOF, the parties have executed this contract through their representatives duly authorized as of the dates hereinafter written.

Name of Shipper : FASHION ACCESSORIES SHIPPERS ASSOCIATION

Address : 137 West 25th St. 3rd Floor New York, NY - 10001 United States NEW YORK, NY, NY 10118

## SHIPPER CERTIFICATION

Pursuant to FMC regulations in 46 C.F.R., Shipper, by execution of this contract, certifies its status as :

( ) Owner of the cargo

( ) NVOCC

( O ) Shippers' association

( ) Owner of the Cargo & NVOCC

Every Shipper which is an NVOCC certifies it has a tariff and bond or other surety as required by law, and it will fully comply with all applicable laws

## OCEAN NETWORK EXPRESS PTE. LTD.

OCEAN NETWORK EXPRESS (NORTH AMERICA) INC.

8730 STONY POINT PARKWAY

RICHMOND, VA 23235

PHONE: 804-256-2235

EMAIL: MICHAEL.WRAY@ONE-LINE.COM

MICHAEL WRAY

Senior Manager TPEB Marketing

## FASHION ACCESSORIES SHIPPERS ASSOCIATION

137 West 25th St. 3rd Floor New York, NY - 10001 United States NEW

YORK, NY, NY 10118

Kenneth O'Brien

President

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# TERMS AND CONDITIONS

## 1. PARTIES TO THIS SERVICE CONTRACT ("CONTRACT")

(a) "Carrier" means Ocean Network Express Pte. Ltd., acting in the United States by and through its general agent, Ocean Network Express (North America) Inc. Carrier may also be referred to in this Contract as "ONE."

(b) "Shipper" means each and every shipper and consignee identified in this Contract, including the shipper signing this Contract, any joint shipper, each affiliate and all members of Shippers' Associations. The Shipper signing this Contract warrants that it has authority to bind each and every Shipper to the terms of this Contract. If any Shipper undergoes a change in its corporate structure or if a Shippers' Association has a change in its membership, such Shipper shall notify ONE and provide the documentary confirmation required by law.

## 2. APPLICABLE TARIFF(S)

This Contract incorporates by reference ONE's Rates and Rules FMC Tariffs: ONEY-010, ONEY-020, ONEY-030, ONEY-101, ONEY-202, and/or subsequent re-issues thereto or otherwise applicable tariff, which includes ONE's bill of lading Tariff, available electronically at [www.one-line.com](http://www.one-line.com), where the statement of essential terms shall also be available. With such incorporation, this is the full agreement between the parties and an exclusive statement of the terms of the Contract. In the event of any conflict between the terms and conditions of the above tariffs and those of this Contract, the latter shall control. Each party to this Contract warrants that it is not relying on any written or oral representations outside of the Contract by any other party. Any prior or contemporaneous oral or written matter is of no force or effect and may not be used to modify or interpret this Contract, which may only be amended by a writing signed by the parties. This Contract and any amendments are binding only when filed with the Federal Maritime Commission ("FMC").

## 3. CONTRACT TERM

This Contract shall become effective on the date that it is filed with the FMC, or on the effective date set forth in the Rates Section of this Contract, whichever is later. Unless terminated earlier, this Contract shall continue until the expiration date set forth in the Rates Section of this Contract. The date cargo is received by ONE or its agent or subcontractor determines whether a cargo movement is during the term of this Contract. Cargo is not deemed received until the full bill of lading quantity is received (as used in this Contract, "bill of lading" shall be construed to include any waybills).

## 4. SHIPMENTS COVERED BY THIS CONTRACT

The Rates Section of this Contract specifies the applicable geographic scope, commodities, rates and minimum quantity commitment, including any sub-minimum quantity commitment ("MQC"). The shipment details—including origin, destination, and cargo description—as shown on the bill of lading issued by ONE conclusively determine whether cargo is within the geographic scope of this Contract, the applicable rates and charges, and whether cargo may be counted toward the MQC.

## 5. CALCULATION OF MINIMUM QUANTITY COMMITMENT

(a) For calculating MQC of containerized shipments for Transpacific Westbound trades (TPWB), the following formula shall determine forty-foot equivalent units ("FEUs") for dry and/or refrigerated ("reefer") cargo:

- 20-foot container shall equal 0.5 FEU
- 40-foot (8'6") container shall equal 1.00 FEUs
- 40-foot (9'6") container shall equal 1.00 FEUs
- 45-foot container shall equal 1.25 FEUs

If there is a reefer substitution, counting under this Contract shall be the size of the container originally requested.

(b) For calculating MQC of containerized shipments for all other trades, the following formula shall determine forty-foot equivalent units ("FEUs") for dry and/or refrigerated ("reefer") cargo:

- 20-foot container shall equal 0.5 FEU
- 40-foot (8'6") container shall equal 1.00 FEUs
- 40-foot (9'6") container shall equal 1.125 FEUs
- 45-foot container shall equal 1.25 FEUs

If there is a reefer substitution, counting under this Contract shall be the size of the container originally requested. (c) For any CFS cargo, the conversions factors are as follows:

- Cargo rated on an AQ (any quantity) basis: 55 Cubic Meters (CBM) equal 1.00 FEU
- Cargo rated on a metric ton (MT) basis 18.5 MT equal 0.5 FEU

## 6. CONTRACT RATES

Unless otherwise provided herein, the rates set forth in the Rates Section are only base freight rates. All other applicable tariff charges, including

surcharges, currency adjustment factors, bunker surcharges, arbitrages, origin and destination delivery charges, add-ons, and other additional charges in ONE's Rates and Rule FMC Tariffs: ONEY-010, ONEY-020, ONEY-030, ONEY-101, ONEY-202, or subsequent re-issues thereto or otherwise applicable tariff shall apply.

## 7. SERVICE COMMITMENTS

(a) ONE shall make available the vessel capacity and container equipment necessary to carry (a) the MQC required by this Contract, and (b) at ONE's option, any additional cargo tendered by Shipper. This commitment is subject to the schedules and service patterns of ONE.

(b) Unless otherwise stated herein, ONE shall not provide chassis equipment, except in connection with any door services under ONE's responsibility.

## 8. TENDER OF SHIPMENTS

(a) During the term of this Contract, Shipper shall tender and ship with ONE, in reasonably apportioned increments, the MQC set forth in the Rates Section, except to the extent the MQC is adjusted or excused under the terms of this Contract.

(b) Unless otherwise stated herein, Shipper may select the vessels on which its cargo will be carried, but space is not guaranteed on any particular vessel or with any particular frequency, and specific equipment is not guaranteed at any particular location or time.

(c) Shipper shall, either directly or through its agents and/or forwarders, request a booking from ONE at least fourteen (14) days before shipment. ONE may waive such requirement by accepting a booking on less notice.

## 9. VERIFICATION OF CONTRACT CARRYINGS

(a) Bills of lading covering shipments under this Contract shall note the number of this Contract. Shipper shall make this designation when the bill of lading is requested and issued. ONE may permit cargo covered by a bill of lading not so noted to count towards the MQC, if there is evidence of inadvertent error by Shipper.

(b) For cargo to qualify for this Contract, the Shipper must appear on the bill of lading as shipper/exporter or consignee. If Shipper appears as notify party on the bill of lading and ONE, in its reasonable discretion, determines there is sufficient evidence that the cargo is owned by, consigned to, or moving for the direct account of Shipper, such cargo shall also qualify for this Contract.

## 10. DEAD FREIGHT/LIQUIDATED DAMAGES

ONE and Shipper recognize that either the failure of Shipper to ship or the failure of ONE to carry the MQC would have an adverse impact on their respective operations, the precise quantification of which is difficult to calculate. Therefore, to avoid the difficulty and expense of proving actual losses, the parties agree, in lieu of all damages relating to the obligations of the Shipper to tender and of ONE to carry the MQC, liquidated damages shall be payable at the conclusion of this Contract as follows:

(a) To the extent Shipper fails to tender the MQC and/or any sub-MQC in accordance with its obligations under this Contract, Shipper shall be liable to ONE for liquidated damages at the rate of \$250 per FEU constituting such shortfall. This amount shall be paid to ONE within thirty (30) days after written notification from ONE. Each Shipper is jointly and severally liable for these damages.

(b) To the extent ONE shall fail to carry the MQC tendered by Shipper in accordance with the terms of this Contract, ONE shall be liable to Shipper for liquidated damages at the rate of \$250 per FEU constituting such shortfall. However, in no event shall Cargo tendered by Shipper in excess of (i) for any given week, 2% of the annualized MQC, or (ii) for any given month, 8.333% of the annualized MQC, count towards the Shipper's MQC obligation, unless such tender is accepted by ONE or it is specifically authorized elsewhere in this Contract. In no event shall Shipper be entitled to any offset or credit for any monies Shipper may claim are due Shipper under this Contract or otherwise. Before payment of any liquidated damages, ONE may require proof from Shipper that any cargo that Shipper claims ONE declined was properly and timely tendered under the Contract, and the burden shall be on Shipper to so demonstrate.

(c) Except for the liquidated damages set forth above, in no case shall either party be liable to the other for direct, consequential or other damages of any kind whatsoever arising from (i) the failure of Shipper to tender and/or ship, or (ii) the failure of ONE to accept and/or carry, cargo under this Contract.

## 11. BILL OF LADING

To the extent terms about liability for damage to persons or property (including cargo), delays, mis-delivery, loss or any provision mandated by applicable law in ONE's bill of lading conflict with this Contract, the bill of lading shall prevail.

## 12. GENERAL RATE INCREASES [GRINOT]

Unless specifically agreed otherwise by both parties, the base rates set forth in this Contract are not subject to any general rate increase (GRI) published in the governing tariff that becomes effective during the term hereof.

### 13. CONTRACT RECORDS

The shipment records required to be maintained under FMC regulations shall be copies of bills of lading (or the same data in paper or electronic format) and any correspondence, amendment, correction, cancellation, adjustment, final settlement or change. Scott Dirnberger, Manager Commercial Agreements and Processes for Ocean Network Express (North America) Inc. at 8730 Stony Point Pkwy, Richmond, VA 23235, at 804-256-2326 will respond to requests from the FMC for shipment records.

### 14. FORCE MAJEURE

In the event of a force majeure, including work stoppages, strikes, accidents, casualties, lockouts, fire, acts of terrorism, road, marine or rail disasters, derailments, acts of God, governmental restraints, war or hostilities, embargoes or other similar conditions but not commercial contingencies (such as changing markets, poor management decisions, business declines, bankruptcy of a customer or supplier, etc.), the party restrained by the force majeure shall promptly, but in any event within seven (7) days, notify the other parties in writing of the existence of such circumstances and the effect on its ability to perform under this Contract. Upon receipt of such notice, the parties involved shall be excused from their obligations under this Contract to the extent of and for the duration of the disability. The restrained party shall use reasonable efforts to overcome the force majeure. If there is a force majeure, the MQC and ONE's service commitment will be reduced in the proportion the term of the force majeure is to the term of this Contract.

To the extent a force majeure event impacts all or substantially all of ONE's service contract and tariff customers in a particular trade, ONE may provide notice of such event by publishing the same at the following site: [www.one-line.com](http://www.one-line.com).

### 15. ASSIGNMENT

Neither party may assign its rights, delegate its duties, or otherwise transfer all or any part of this Contract to any third party without the express written consent of the other party, such consent not to be unreasonably withheld. Nothing herein shall prevent ONE from using the services of third parties (for example, tugs, stevedores, terminal operators, rail and motor carriers, vessel alliances, etc.) for the purpose of carrying out the terms of this Contract, provided Carrier shall remain responsible for the performance of such third parties, in accordance with the terms of this Contract.

### 16. INTERPRETATION

No portion of this Contract shall be construed against ONE because it is the drafter of this Contract. If any portion of this Contract is found by a competent authority to be invalid or unenforceable, then such finding shall not be construed to invalidate or make unenforceable any other provision of this Contract, which shall remain in full force and effect.

### 17. MODIFICATION

No amendment, correction, cancellation or change to or of this Contract shall be effective unless in writing, signed by the parties as required by FMC regulation and duly filed with the FMC. ONE may terminate this Contract on fifteen (15) days written notice to Shipper if ONE has fulfilled its commitment to carry the MQC under this Contract.

### 18. NOTICES

Except as otherwise provided in this Contract, any notice required or permitted to be given under this Contract shall be considered effective if given (a) by registered or certified mail, postage prepaid, to the address set forth in this Contract, (b) by personal delivery to the party at the address set forth in this Contract, (c) by properly documented courier service to the party at the address set forth in this Contract, (d) by e-mail to the address set forth herein or in regular communications between the parties. Notice shall be deemed effective on the date given.

### 19. APPLICABLE LAW / DISPUTES

(a) This Contract is subject to the U.S. Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998, and shall otherwise be construed and governed by the statutory and general maritime law of the United States and, to the extent not inconsistent therewith, the laws of the State of New York, without regard to its choice of law rules.

(b) In the event of a dispute under this Contract, the parties to the dispute shall attempt to resolve it amicably, by direct good faith negotiations between a senior executive of each such party. If there is no resolution within thirty (30) days, the dispute shall be resolved by arbitration in New York under the Rules of the Society of Maritime Arbitrators, Inc. ("SMA"). The arbitration shall be before a single arbitrator chosen by the parties to the dispute or, failing such agreement, each party shall appoint an arbitrator, and the two arbitrators so chosen shall select a third arbitrator as Chairperson. There shall be no restriction on the nationality of the arbitrators, and they may include practicing maritime attorneys. Except by agreement of the parties, there shall be no pre-hearing discovery. The costs and expenses of the arbitration (including reasonable attorneys' fees and costs) shall be borne by the non-prevailing party. The decision of the arbitrator(s) shall be final, binding, not subject to further review, and enforceable by any court, tribunal or other forum having jurisdiction. The parties consent to the personal jurisdiction of, and venue in, any State Court in New York, New York, and the United States District Court for the Southern District of New York (collectively, a "New York Court"). The parties agree any such award may be enforced pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958. If a party that has prevailed in arbitration finds it necessary to enforce the arbitrators' decision and award, such party shall receive from the non-prevailing party the costs and expenses of such enforcement, including reasonable attorneys' fees and costs.

(c) For a matter subject to arbitration under this Contract, if a party starts an action in any other forum, such party shall be liable for any and all

reasonable attorneys' fees and costs incurred by any other party defending that action.

(d) As an exception to arbitration and Sections 19(b) and 19(c) above, if a party against which liquidated damages have been assessed by written notice from the other party has not contested its liability for such assessment within thirty (30) days after notice of assessment is sent, the notifying party may bring an action to collect liquidated damages in any court of competent jurisdiction. As a further exception to arbitration and Sections 19(b) and 19(c) above, ONE may bring an action for unpaid freight or charges due for transportation services performed for Shipper in any court of competent jurisdiction. For purposes of the foregoing exceptions, the parties consent to personal jurisdiction and venue in any New York Court. The party obligated to pay such sums shall be liable to the party owed such sums for interest on the principal sum on and after the due date plus reasonable attorneys' fees and costs.

## 20. CONFIDENTIALITY

ONE and Shipper agree to keep the terms and the rates of this Contract confidential. Except to the extent required as a matter of law, neither ONE nor Shipper shall disclose either the terms or rates of this Contract to any third parties, unless written permission of the other party is given in advance. Notwithstanding the foregoing, disclosure is authorized to the extent reasonably necessary to carry out this Contract, but the parties shall take reasonable precautions to protect information so disclosed from further disclosure. Disclosure contrary to this provision shall be considered a material breach, justifying termination of this Contract at the option of the non-disclosing party. In addition to any remedies available as a matter of law, either party may enforce this provision in any court having jurisdiction, seeking injunctive relief, if appropriate.

## 21. ELECTRONIC SIGNATURE

The parties may sign this Contract and any amendments to this Contract using an electronic signature. For purposes of this Contract, a valid electronic signature shall include an exchange of e-mails between the parties that (i) references this Contract, (ii) attaches to the e-mail the Contract and/or the amendment to the Contract, and (iii) states agreement to the attachment. In addition, if ONE has received Shipper's signature for this Contract and/or any amendments to this Contract, the parties agree that ONE's act of filing the Contract and/or any amendments with the FMC shall be considered the equivalent of ONE's electronic signature to the Contract or amendment.

## 22. MYANMAR INDEMNIFICATION CLAUSE

The Shipper, his affiliates and their designated agents shall be held responsible for adherence to all governmental regulations (including but not limited to 31 CFR part 537, as amended) regarding the shipment of any prohibited or banned commodities to or from Myanmar (Burma). The shipper, his affiliates and their designated agents also warrant that there will be no transportation of materials owned or controlled by individuals or entities that are prohibited from engaging in trade to or from the United States. The U.S. department of treasury on the following website: ([www.treasury.gov/resource-center/sanctions/sdn-list](http://www.treasury.gov/resource-center/sanctions/sdn-list)) maintains a list of specially designated nationals (SDN's) that are prohibited from engaging in trade with the U.S. it is the duty of the shipper, his affiliates and designated agents to ensure that there are no shipments by or on behalf of these SDN's. The SDN list is subject to change by the U.S. Department of Treasury at any time and it is the responsibility of the Shipper, his affiliates and their designated agents to check this list regularly.

The Shipper, his affiliates and their designed agents hereby agree to defend, indemnify and hold the carrier harmless against any claims, suits, legal proceedings or administrative actions brought forth by the U.S. government or any other regulatory body or administrative agency. The payment of any fines, administrative penalties, settlements or additional fees that may be levied against the carrier for violating U.S. or international law shall be the responsibility of the Shipper, his affiliates and designated agents. Hence, the Carrier shall not knowingly quote on nor transport any banned cargo to or from the U.S. and will not knowingly transport any cargo by or on behalf of any SDN's, pursuant to any governmental regulation.

23. APPENDIX TO SERVICE CONTRACT DATED \_\_\_\_\_ / (HEREINAFTER ""Service Contract"" ) ENTERED INTO BY AND BETWEEN THE UNDERSIGNED OCEAN CARRIER (""CARRIER"" ) AND THE FASHION ACCESSORIES SHIPPERS ASSOCIATION, INC. d/b/a

### A. Integration with Service Contract

1. This Appendix is incorporated into and made a part of the Service Contract. Hereinafter, this Appendix, together with the Service Contract (and no other document standing alone or referred to therein) shall be referred to as the 'Contract'. Carrier shall file this Appendix with the FMC as part of the Service Contract. If there is a conflict between the terms of this Appendix and the terms of the Service Contract (and any other Carrier document standing alone or referred to therein, whether now existing or published in the future (Carrier Document), then the terms of this Appendix shall supersede and take precedence over the terms of the Service Contract and/or Carrier Document. If the Service Contract contains a provision which purports to have it or any other Carrier Document take precedence over or supersede the terms of this Appendix, then such provision shall be deemed null and void and of no legal effect. Moreover, no item or provision of any Carrier Document which imposes or seeks to impose on the Association or its Participants (as defined, below) an additional charge, however characterized, which is not specifically referenced by name or generally accepted industry code in the schedule of rates contained in or attached to the Service Contract (Rate Schedule) shall be effective unless the Association specifically agrees to that provision in writing prior to its imposition

2. The Contract shall not be subject to amendment fees.

3. The Contract shall supersede and take precedence over the terms of the Carrier's Bill of Lading where they conflict; provided, however, if the Carrier's Bill of Lading contains specific terms concerning the Carrier's liability for damage to persons or damage or loss to property (including cargo) or mis-delivery which terms conflict with the terms of the Contract, then those specific conflicting terms of the Bill of Lading shall supersede the terms of the Contract. Notwithstanding the foregoing sentence, if the Carrier's Bill of Lading applies the package limitation set forth in the U.S. Carriage of Goods by Sea Act (COGSA) to loss or damage claims, then, for purposes of such claims, the term 'package' as used in COGSA and the Bill of Lading shall mean any palletised and/or unitised assemblage of cartons which has been palletised and/or unitised for the convenience of the

Shipper, regardless of whether said pallet or unit is disclosed on the front of the bill of lading.

#### B. Special Provisions Reflecting Shipper Association Status

4. The Carrier acknowledges and agrees that the Association is a shippers' association as defined in the Ocean Shipping Reform Act of 1998, and that the business entities (including their parent, brother and/or sister entities) that are members of the Association ("Members") or that are members of constituent or affiliated associations pursuant to the bylaws of the Association ("Affiliated Members") (whether identified in the Contract as shippers, consignors, consignees, owners or beneficial cargo owners) may move cargo under the terms of the Contract. Hereinafter, Member(s) and Affiliated Member(s) are sometimes collectively referred to as "Participant(s)". Each Participant that tenders cargo hereunder shall be solely responsible for payment of all costs associated with the services provided for the movement of such cargo under the terms of the Contract and, in no event, shall Carrier seek payment for such costs from the Association or any other Participant. Members seeking credit terms shall complete the Carrier's standard credit application and credit shall in all cases be subject to the terms and conditions of the Carrier's credit application and agreement.

5. If the Association informs Carrier in writing that a Participant is no longer a Member or Affiliated Member, then that person or entity shall have no right thereafter to have its cargo moved pursuant to the Contract. The Association may, mutual agreement with the Carrier, add Participants permitted to move cargo pursuant to the Contract. If a Participant is added, then, at the option of the Association, the MQC may be increased by an amount no greater than the Participant's reasonably expected volume of shipments during the remainder of the term of the Contract.

5a. Unless otherwise agreed in writing, the rates for 40' and 40' high containers shall be equalized. Rates for 20' containers shall be 80% of the rate for 40' containers. Rates for 45' containers shall be 120% of the rate for 40' containers. Notwithstanding the forgoing, the Carrier will collect membership dues on behalf of the Association. The amount is \$100 per container. Membership dues will be paid by the Carrier to the Association on or before the 10th day of the month for dues collected during the immediately preceding month. Payment shall be made by ACH to JP Morgan Chase Routing Number 021000021, Bank Account No. 23067272365 or such other address provided to the Carrier in writing by the Association. If the Carrier disputes and shipment for which dues is collected and payable, the Carrier shall pay all other undisputed items

#### C. Confidentiality, Disputes, Reports, MQC/Dead Freight

6. The terms and conditions of the Contract are confidential and shall be maintained as such by the parties during the term hereof and for 2 years after termination of the Contract for whatever reason. Unless authorized in writing by the other party, neither party nor such party's agents, subcontractors and professionals, shall disclose the existence of the Contract nor its terms and conditions, including rates or charges provided in the Contract (collectively, Contract Information); provided, however, that nothing shall prohibit the disclosure of Contract Information that is: (a) disclosed to either parties essential employees, tariff filers, or auditors, but only when these persons have a need to know to effect transportation under the Contract; (b) required by law or legal process to be published or disclosed; (c) disclosed to any other carrier participating with Carrier in the transportation of cargo under the Contract provided the Association consents in writing prior to such disclosure and, provided further, that such other carrier agrees in writing to this confidentiality provision; (d) disclosed to any person whom the Association authorizes in writing to receive copies of bills of lading or shipping documents; or (e) disclosed by the Association to Participants and their employees, agents, consignees, vendors and/or customers where such disclosure is necessary to move cargo under the Contract. In no event shall Carrier disclose Contract Information to another shipper, shipper's association, carrier, or carrier group, nor shall the Association disclose Contract Information to another carrier, except as permitted in subparagraph (c) hereof. Neither the Association nor Carrier shall be liable for disclosure of Contract Information by a third party not under the control of the Association or Carrier. This paragraph shall survive the termination and/or expiration of the Contract.

7. Any dispute between the Association and the Carrier concerning the enforcement and/or interpretation of the Contract shall be heard exclusively in the courts of the State of New York or the United States District Court for the Southern District of New York and the parties hereby consent to jurisdiction of any such disputes in the foregoing courts. If, as a result of such court proceedings it is found that that one party has retaliated against the other party or one or more of the Association's Participants because that party commenced proceedings hereunder, then in addition to any other remedy the court may provide, including an award of damages and attorney fees to the party or entity retaliated against, the court may issue an

8. order enjoining, reversing and/or revoking the action deemed by the trier of fact to be retaliatory. Any dispute between a Participant and the Carrier, however, shall be resolved by arbitration conducted by the American Arbitration Association in accordance with the Expedited Procedures provisions of its Commercial Arbitration Rules, (including procedure for the selection of an arbitrator) in New York City, N.Y., regardless of the amount in controversy. The arbitration shall be before a single arbitrator whose decision shall be final, binding and not subject to further judicial review. The costs and expenses of the arbitration (including reasonable attorney's fees and costs) shall be borne by the non-prevailing party or as the arbitrator shall otherwise determine. Failing agreement on a single arbitrator, each party shall appoint an arbitrator, and the two arbitrators so chosen shall select a third arbitrator as Chairperson. Any court having jurisdiction may enforce the order of the arbitrator.

This Contract shall be subject to the U.S. Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998 and shall otherwise be construed and governed by the laws of the State of New York.

8. No later than the 10th day of each month, the Carrier shall provide the Association, in a form reasonably acceptable to the Association, (a) copies of Bills of Lading; and/or (b) a certified lifting report; and/or (c) electronic data information (EDI) for all cargo movements handled by the Carrier pursuant to this Contract and occurring during the preceding month. If the 10th day of a month falls on a weekend day or holiday, then the Carrier shall provide such information on the next business day. In connection with the performance of its obligations pursuant to the Contract including, specifically, the transmission of data hereunder, the Carrier agrees to support the Association's EDI requirements including EDI 301, 310, 315, 323, 864 and 997 and arrival notices. The failure to support these EDI requirements may, result in the imposition of such remedy or remedies as the Association deems appropriate under the circumstances including the termination of this Contract, in the Association's sole discretion.

9. The parties obligations hereunder shall be suspended (but not terminated) during periods of Force Majeure; provided, however, that such suspension shall not result in a reduction in the Minimum Quantity Commitment (MQC) [also referred to as the Minimum Volume Commitment (MVC) of the Contract unless otherwise agreed in writing by the Association and Carrier. The term "Force Majeure" shall mean any and all events

beyond the reasonable control of a party including, without limitation, strikes, work stoppages, lockouts or circumstances arising from the threat thereof; acts of God, states or a public enemy, terrorism, war, hostilities, riots, civil disorder, insurrection, embargo, governmental actions (whether informal or formal government acts) or other similar disruptions or interferences with trade; marine disaster, fire or other casualty; and specifically includes any trade restrictions including, but not limited to, Section 301 actions or loss of Most Favored Nation status. Events which may cause undue financial hardship or burden shall not, in and of themselves, be deemed Force Majeure events. A party seeking to suspend its performance as a result of a Force Majeure event, actual or anticipated, must (i) provide prompt advance notice of the likelihood or, if advance notice is not possible, then immediate notice of the event, (ii) take reasonable steps to minimize delay or damages foreseeably resulting from such event and (iii) perform all other duties and obligations not affected by the Force Majeure event.

10. Liquidated damages, if any, for the failure to fulfill the MQC shall be the sole responsibility of the Association and not the Participants and shall be based on the lesser of the amount per FEU contained in the Contract or the difference between the applicable Contract Rate and the tariff rate; provided, however, in no event shall liquidated damages exceed \$50 per FEU and under no circumstances shall either Party be liable for (a) special, punitive or consequential damages, including but not limited to lost profits and (b) any liability or damages that is or are the result, in whole or in part, of actions of the other Party.

#### D. Commercial Items

11. Unless otherwise agreed in a writing signed by the parties hereto, during the term of the Contract, there shall be no General Rate Interest (GRI), Revenue Recovery Increase (RRI) nor any other increase in rates and charges that are stated in the Contract, whether characterized as surcharges, accessorial charges, equipment charges, add-ons and/or extras and the Carrier shall not (i) add any service, whether characterized as accessorial or otherwise, for which it charges or seeks to charge Participants hereunder; (ii) impose or seek to impose any new surcharge and/or accessorial charge that is not otherwise specifically referenced in the Contract; (iii) pass through any charge or cost to Participants that are imposed upon the Carrier by any third party including port and/or terminal operators, equipment providers, or governmental entities; (iv) eliminate or reduce the services included in the Contract Rates which rates are in effect at the commencement of the Contract, including storage and the use or provision of equipment of the parties, the Carrier may impose a reasonable war risk surcharge or port security surcharge.

12. The parties acknowledge and agree that it is their reasonable expectation that, absent a Force Majeure event, the Carrier shall use its best efforts to maintain the level of service in effect as of the commencement of this Contract as measured by total vessel carrying capacity for each trade lane for which services are provided hereunder and requested by Participants. The Carrier shall make good faith efforts to provide regularly scheduled sailings and space aboard those sailings adequate to accommodate Participants commercially reasonable service requirements and the MQC. The Carrier shall be deemed to have met its obligation to provide regularly scheduled sailings if it makes available each week during the term of this Contract vessel capacity for such trade lanes equal to the total of the MQC divided by 50. If the Carrier reduces shipping capacity for any Asia-North America trade lane or otherwise makes a material change to the services offered by it at the commencement of the Contract, then, in addition to any other remedy the Association may have as a result of the foregoing, the Association may reduce the MQC by an appropriate amount to reflect the reduction in the Carrier's services.

13. The Carrier will be deemed to be in breach of this Contract if it refuses to transport or release cargo unless a higher rate is paid.

14. At the option of Carrier, ""reefer"" containers may be substituted for ""dry"" containers destined to any of the ports/points set forth in the Contract, up to any maximum volume stipulated. The Contract rate applicable to a substituted reefer container hereunder shall be the all-inclusive rate (base ocean freight plus DDC and FAF) otherwise applicable to the dry container, discounted by 20%.

15. The Carrier agrees to provide Participants with timely written notification of arrival of its vessels which contain the Participant's commodities but in no event shall such notification be provided later than 48 hours after the arrival of any such commodities at the destination port as listed on the applicable bill of lading or sea waybill. Carrier will provide notice to Participants and their designated forwarders and agents of any change in vessel departure or arrival that may result in a delivery delay of one or more days, within 48 hours of Carrier having knowledge of the change.

16. In the event that conflicting rates may be applied to any shipment transported pursuant to the Contract, then the lowest applicable rate shall apply to such shipment, which rate shall be deemed the ""Contract Rate.""

17. The Carrier acknowledges that it has received valuable, confidential and proprietary information provided to the Carrier by the Association during the negotiation and term of this Contract and contained herein, including information concerning the identity and service requirements of Members and Participants. The Carrier further acknowledges that through the efforts of the Association in assembling the group of Members, and Affiliated Members, the Carrier has obtained valuable business contacts with Participants. To protect the Association's commercial rights and interests under the Contract, the advantageous business relationship the Association enjoys with its Members and Participants and the proprietary and confidential information to which the Carrier has been given access as a result of its business relationship with the Association, Carrier agrees that during the term of the Contract and for a period of one year after its termination, whether or not such termination constitutes a breach of the Contract, the Carrier shall not without the prior written consent of the Association enter into, directly or indirectly, for its own account or the account of any other person or entity, an individual service contract or time volume arrangement with any Member that is included in this Contract or Affiliate Member who are included in the Contract, including any former Members within 180 days of such former Member's cessation of membership (""Carrier/Member Agreement""). The Association shall not unreasonably withhold its consent to such individual service contract or time volume arrangement provided that:

(1) The Carrier is not in breach of the Contract and;

(2) The Association has fulfilled the MQC or, if not fulfilled, the Carrier agrees to amend the MQC to reflect the loss of freight from such Member and; Nothing contained in this paragraph shall be construed to restrict the right of any Participant to enter into an individual service contract or time volume arrangement with the Carrier.

18. This Contract and the parties' rights and obligations hereunder shall inure to the benefit of and be binding upon the parties' successors and assigns. Without limiting the generality of the foregoing, if the Carrier sells all or substantially all of its operating assets, whether in a single transaction or a series of related transactions, or if the Carrier is merged into or consolidates with another entity, then as a condition of such transaction(s), the Carrier shall require the surviving entity or the entity acquiring the Carrier's assets to assume the Contract including the Carrier's liabilities and obligations thereunder.

19. Carrier shall not terminate the Contract, or decline to move additional cargo hereunder, upon the fulfillment by the Association of its MQC. Furthermore, the Contract shall not be terminated, modified, altered, amended or changed in any way without the written mutual agreement of the Carrier and the Association.

20. The requirement of "mutual agreement" referred to in this Contract means that the Carrier and Association may agree to the matter, which is subject to such agreement provided their agreement is evidenced by a writing signed by both parties. Neither the Association nor its Participants shall be deemed to have agreed to any modification, amendment or alteration of this Contract if, at the time of such purported agreement, the Carrier is refusing or has refused to release or ship the cargo of any Participant. Any such purported agreement under these circumstances shall be deemed null and void and of no binding legal effect.

21. It shall not be a factor in the construction or interpretation of any alleged ambiguity in this Appendix that the subject language was drafted or submitted by either party and the Contract shall be deemed to have been negotiated by the parties hereto.

22. Carrier shall have sole responsibility for promptly filing the Contract and all amendments thereto with the FMC. Carrier and Shipper both agree to comply with all laws and regulations, including without limitation those pertaining to safety and security, applicable to the services performed and cargo tendered hereunder. If Carrier is a participant in C-TPAT, Carrier agrees to comply with the standards adopted by U.S. Customs and Border

Protection for Ocean Carriers.

23. If any provision of this contract is determined by any Court or government authority to be void or unenforceable, then such determination shall not be construed to apply to any other provision of the Contract, and all such other provisions shall remain in full force and effect. In the event terms and/or conditions (a) not heretofore agreed by the parties are included in the Contract, or (b) that have been agreed upon by the parties are inadvertently omitted from Contract, then the parties agree that this Contract shall be amended to delete or add such terms and conditions, as the case may be, without further action by the parties.

24. The Carrier agrees to provide Participants with timely written notification of arrival of its vessels which contain the Participant's commodities but in no event shall such notification be provided later than 48 hours after the arrival of any such commodities at the destination port as listed on the applicable bill of lading or sea waybill. If the Carrier fails to provide timely notice, Carrier will provide notice to Participants and their designated forwarders and agents of any change in vessel departure or arrival that may result in a delivery delay of one or more days, within 48 hours of Carrier having knowledge of the change.

25. If a party fails to give notice that this Appendix shall terminate upon the expiration of the then effective Contract term at least ninety (90) days prior to the expiration of that Contract term, then the terms and conditions of this Appendix shall automatically renew and shall apply to and be a part of any succeeding Contract between the parties.

26. Carrier agrees that it shall not violate the Foreign Corrupt Practices Act for the benefit of or on behalf of the Association, its Members or Participants. Specifically, and without limiting the foregoing, the Carrier agrees that it will not knowingly and intentionally pay, offer to pay or authorize the payment of any money or anything of value to (i) a known officer or employee of a foreign government, including any department, agency or instrumentality of a foreign government of any person acting in an official capacity on behalf thereof, or any political party, any official of a political party, or any candidate for political office (Each a "Government or Political Official or Entity" and collectively "Government or Political Officials and Entities") or (ii) any other person or entity while knowing or having some reason to believe that some portion of all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official or Entity for the purpose of inducing any act or decision of such Government or Political Official or Entity in his, her or its official capacity, including a decision to do or omit to do any act in violation of the lawful duty of such person or entity, or inducing such person or entity to use his, her or its influence with the government or instrumentality thereof to affect or influence any act of decision, in order to assist the Association, its Members or Participants in obtaining or retaining business for or with, or directing business to the Association, its Members or Participants.

Kenneth O'Brien

25. Affiliate(s) or Member(s) or Shipper(s)

Affiliate(s) means two or more entities which are under common ownership or control by reason of being parent and subsidiary or entities associated with, under common control with, or otherwise related to each other through common stock ownership or common directors or officers. The Party signing this Contract for cargo interests warrants that any named Affiliates satisfy this definition and will provide conclusive documentary evidence, if so requested by Carrier.

Members of a Shippers Association and their Affiliates, as defined above, will also be listed in this section.

Shippers moving cargo under a Multiple Shipper Contract and their Affiliates, as defined above, will also be listed in this section.

26. WAYBILL CLAUSE

In United States import trades, Carrier will issue non-negotiable sea waybills in lieu of bills of lading solely at merchant's request. In the event merchant requests the issuance of a sea waybill, such sea waybill is not negotiable and is not a document of title and delivery shall be made to the named consignee on production of such reasonable proof of identity as may be required by the carrier as is customary at the port of discharge



and/or place of delivery. Where merchant provides delivery information to its consignee in the United States named on the waybill, said consignee may take delivery without the surrender of necessary documents. As a named consignee need only identify itself to obtain delivery, it is merchant's responsibility to safeguard shipping information to protect merchant's interests.

#### 27. MUTUAL PSS CLAUSE [PSSMUT] FOR TPEB AND HAWAII IMPORT TRADE ONLY

Once PSS is agreed, any increase or extension of the PSS charge from those levels published either in the rate matrix of this Contract or the tariff, as applicable, will not apply unless specifically and mutually agreed by the parties.

#### 28. MUTUAL RAIL RAMP DEMURRAGE FREE TIMES AMENDMENT

If at any time during the term of this Contract, changes in charges or demurrage free time conditions for Rail Ramp or other provisions not under the control of the common carriers or conferences which would otherwise apply to merchant's shipments in the absence of this Contract, both parties agree to negotiate in good faith to amend this Agreement to address the changes in charges or conditions.

#### 29. NO NEW CHARGES/SURCHARGES [SURNOT]

No new charges or surcharges published in the governing tariff(s) after commencement of this contract shall apply costs associated with federal, state, or local legislative or regulatory action, including action by any port or harbor authority; or clean air requirements; or that pass-through fees and charges that Carrier may collect from Shipper, at cost, for payment directly on behalf of Shipper to government officials, port authorities or other third-parties charged with collection of these fee's for aforementioned parties

30. The Carrier shall not have the right to repair, repackage and/or sell as salvage any trademarked, branded or private labeled goods tendered to it hereunder without the prior written consent of the beneficial cargo owner (BCO). The BCO may condition its consent on the carrier removing all identifying marks or labels, having the goods parked "damaged" or both in any situation, Carrier shall be entitled to salvage credit regardless if the goods have salvage value regardless of whether the BCO devices to salvage or provide consent.

31 . Contracts and contract amendments may be signed on behalf of the Association by e-Signature if such signatures are considered valid under applicable law. Sara Mayes Kenneth O'Brienor Arlene Blocker are presently authorized to sign Contracts and contract amendments on behalf of the Association. Either Sara Mayes or Arlene Blocker may authorize other individuals to sign Contracts or contract amendments, provided such authorization is given in a writing signed by either Ms. Mayes or Ms. Blocker.

#### 32. CREDIT TERMS

- a) MZ Berger: Carrier shall issue and present a Statement Bill on the 1st and 15th or the first working day thereafter of every month and Participant agrees to pay the amount billed by the Carrier within seven (7) days from the date of the invoice.
  - b) LL Bean, Inc.: Carrier shall issue and present a ""Statement Bill"" each Tuesday and Participant agrees to pay the amount so billed by Carrier within thirty (30) calendar days from the date of the Statement Bill.
  - c) United States Luggage Company , LLC (US Luggage): Carrier shall issue and present a ""Statement Bill"" each Tuesday and Participant agrees to pay the amount so billed by Carrier within fifteen (15) calendar days from the date of the Statement Bill.
  - d) Bueno of California, Inc: Participant agrees to pay within 3 weeks from the day container arrives at the port of discharge.
  - e) Cole Haan LLC: Carrier shall issue and present a ""Statement Bill"" each Tuesday and Participant agrees to pay the amount so billed by Carrier within twenty-one (21) calendar days from the date of the Statement Bill.
  - f) Gina Group: Carrier shall issue and present a ""Statement Bill"" each week and Participant agrees to pay the amount so billed by Carrier within thirty (30) calendar days from the date arrival.
  - g) Coach Services & Coach Services DBA as Kate Spade; ONE herewith confirms to grant a credit period of forty-five(45) days.
  - h) NORDSTROM INC shall be granted credit privileges equal to 30 day terms with a credit limit up to \$38,571.
- Carrier reserves the right to revoke or suspend this credit privilege without prior notice or demand if NORDSTROM INC does not adhere to the credit terms as agreed.
- NORDSTROM INC agrees that the issuance of any bill of lading marked "pre-paid", "freight pre-paid" or a similar term will not alone be sufficient evidence that such freight or charges have in fact been paid.

#### 33. CUSTOMER NOMINATED TRUCKERS

Shipper has designated a preferred dray delivery carrier (a "Customer Nominated Trucker" or "CNT") to be hired by the Ocean Carrier in the performance of transport services under this agreement. The CNT is under the exclusive nomination and control of the Shipper. The Parties acknowledge and agree that the Shipper shall be responsible for all accrued demurrage charges if the CNT is unable to complete the delivery of the cargo during allotted free time.

The Parties further acknowledge and agree that the Carrier's liability for loss of or damage to the cargo, or for loss or damage caused by the cargo (except where the cargo has caused damage to Carrier's equipment or personnel), shall cease when the cargo is interchanged to the CNT. If any party asserts a claim or cause of action against Carrier for loss or damage occurring after cargo is interchanged to the CNT, the Shipper, the owner of the cargo and the CNT will defend, hold harmless, and indemnify Carrier against any and all such claims or causes of action.

The Parties further acknowledge and agree that the CNT must be signatory to the uniform intermodal interchange and facilities access agreement (UIIA) and the ONE (Ocean Network Express) addendum to the UIIA. Should the CNT fail to fulfill its obligations to indemnify Carrier fully, the Shipper agrees to indemnify Carrier to the extent that would have been required under the UIIA.

Carrier agrees to utilize the specific CNT for the corresponding door locations below provided that the CNT continues to offer trucking rates reasonably close, as defined by the Carrier, to those offered by Ocean Network Express's house dray carriers. In the event a CNT charges rates unreasonably above those offered by Carrier's house dray carriers, Carrier will notify the Shipper in order to commence good faith discussion on a course of action. If after 30 days the Parties cannot reach agreement on a course of action, Carrier reserves the right to discontinue acceptance of future shipments to the destination in question.

Door | CY Hub | Trucker | Rate | Notes

#### A L SOLUTIONS

GREER, SC | Greer, SC | INONTIME LLC | 180 + FSC |

### 33. CUSTOMER NOMINATED TRUCKERS

Shipper has designated a preferred dray delivery carrier (a "Customer Nominated Trucker" or "CNT") to be hired by the Ocean Carrier in the performance of transport services under this agreement. The CNT is under the exclusive nomination and control of the Shipper. The Parties acknowledge and agree that the Shipper shall be responsible for all accrued demurrage charges if the CNT is unable to complete the delivery of the cargo during allotted free time.

The Parties further acknowledge and agree that the Carrier's liability for loss of or damage to the cargo, or for loss or damage caused by the cargo (except where the cargo has caused damage to Carrier's equipment or personnel), shall cease when the cargo is interchanged to the CNT. If any party asserts a claim or cause of action against Carrier for loss or damage occurring after cargo is interchanged to the CNT, the Shipper, the owner of the cargo and the CNT will defend, hold harmless, and indemnify Carrier against any and all such claims or causes of action.

The Parties further acknowledge and agree that the CNT must be signatory to the uniform intermodal interchange and facilities access agreement (UIIA) and the ONE (Ocean Network Express) addendum to the UIIA. Should the CNT fail to fulfill its obligations to indemnify Carrier fully, the Shipper agrees to indemnify Carrier to the extent that would have been required under the UIIA.

Carrier agrees to utilize the specific CNT for the corresponding door locations below provided that the CNT continues to offer trucking rates reasonably close, as defined by the Carrier, to those offered by Ocean Network Express's house dray carriers. In the event a CNT charges rates unreasonably above those offered by Carrier's house dray carriers, Carrier will notify the Shipper in order to commence good faith discussion on a course of action. If after 30 days the Parties cannot reach agreement on a course of action, Carrier reserves the right to discontinue acceptance of future shipments to the destination in question.

Door | CY Hub | Trucker | Rate | Notes

#### A.L SOLUTIONS

GREER, SC | Greer, SC | INONTIME LLC | 175 + FSC |

#### ACCO BRANDS

BOONEVILLE, MS | Memphis, TN - Marion | INTERMODAL CARTAGE COMPANY | 635 + FSC |  
BOONEVILLE, MS | Memphis, TN - Rossville | INTERMODAL CARTAGE COMPANY | 605 + FSC |  
NEWARK, NJ | New York, NY | INTERNATIONAL MOTOR FREIGHT | 320 + FSC |

#### AMERICAN GREETINGS

DANVILLE, KY | Louisville, KY | CONTAINER XPRESS | 580 + FSC |  
OSCEOLA, AR | Memphis, TN - Marion | TRANSPORT LEASING | 400 + FSC |

#### BUENO OF CALIFORNIA

FULLERTON, CA | Los Angeles, CA | STERLING EXPRESS | 575 + FSC |

#### COACH (TAPESTRY)

JACKSONVILLE, FL | Los Angeles, CA | MERCER TRANSPORTATION | 9930 + FSC | Team Drivers |  
JACKSONVILLE, FL | Jacksonville, FL | CENTRAL STATES TRUCKING CO DBA FORWARD INTERMODAL - USJAX | 265 + FSC |  
JACKSONVILLE, FL | Savannah, GA | CENTRAL STATES TRUCKING CO DBA FORWARD INTERMODAL - USSAV | 765 + FSC |  
WALTON, KY | Los Angeles, CA | MERCER TRANSPORTATION | 9030 + FSC | Team drivers |  
WEST CHESTER, OH | Los Angeles, CA | MERCER TRANSPORTATION | 9090 + FSC | Team Drivers |  
JACKSONVILLE, FL | Jacksonville, FL | JZI INTERMODAL LOGISTICS, A ROAD ONE COMPANY | 200 + FSC |

#### DAN'S FAN CITY

OLDSMAR, FL | Jacksonville, FL | LANDSTAR GEMINI, INC. | 760 + FSC |

#### FORTUNE BRANDS

ANGOLA, IN | Chicago, IL - G4 | MIKEN CARTAGE | 1375 + FSC |  
ANGOLA, IN | Chicago, IL - CN Harvey | MIKEN CARTAGE | 1375 + FSC |  
CARLISLE, PA | New York, NY | ROADONE INTERMODALOGISTICS NEW ENGLAND - USNYC | 1400 + FSC | \$150 congestion fee, \$75 chassis split if applicable, \$175 pre-pull, \$40 storage  
COLTON, CA | Los Angeles, CA | ROADONE INTERMODALOGISTICS PACIFIC - USLAX | 660 + FSC | \$225 congestion fee, \$75 chassis split if applicable, \$225 pre-pull \$75 storage  
FAIRDALE, KY | Louisville, KY | QLS LOGISTIC SERVICES LLC DBA AMERICAN INTERMODALOGISTICS | 242 + FSC | \$65 chassis splits if

applicable

FERDINAND, IN | Louisville, KY | QLS LOGISTIC SERVICES LLC DBA AMERICAN INTERMODALOGISTICS | 373 + FSC | \$60 tolls, \$65 chassis splits if applicable

FERDINAND, IN | Louisville, KY | US 1 LOGISTICS - USLUI | 399 + FSC | \$75 chassis splits (2 per move), OW \$150, Triaxle \$150, Pre pull \$150, \$50 storage, \$150 HAZ, \$35 tolls if delivering to IN

HOWE, IN | Chicago, IL - G4 | MIKEN CARTAGE | 1050 + FSC |

HOWE, IN | Chicago, IL - CN Harvey | MIKEN CARTAGE | 1050 + FSC |

JASPER, IN | Louisville, KY | QLS LOGISTIC SERVICES LLC DBA AMERICAN INTERMODALOGISTICS | 460 + FSC | \$60 Tolls, \$65 chassis splits if applicable

JASPER, IN | Louisville, KY | US 1 LOGISTICS - USLUI | 477 + FSC | \$75 chassis splits (2 per move), OW \$150, Triaxle \$150, Pre pull \$150, \$50 storage, \$150 HAZ, \$35 tolls if delivering to IN

KINSTON, NC | Norfolk, VA | BARNES TRANSPORTATION SERVICES INC | 1400 ALL IN |

LOUISVILLE, KY | Louisville, KY | QLS LOGISTIC SERVICES LLC DBA AMERICAN INTERMODALOGISTICS | 242 + FSC | \$65 Chassis splits if applicable

LYNCHBURG, VA | Norfolk, VA | BARNES TRANSPORTATION SERVICES INC | 1700 ALL IN |

#### FOSTER GRANT (FGX)

SMITHFIELD, RI | Boston, MA | J.F. MORAN TRUCKING CO., INC. | 375 + FSC |

SMITHFIELD, RI | Worcester, MA | J.F. MORAN TRUCKING CO., INC. | 375 + FSC |

LA MIRADA, CA | Los Angeles, CA | J.V.C. TRUCK LINES INC. | 650 + FSC |

FONTANA, CA | Los Angeles, CA | J.V.C. TRUCK LINES INC. | 650 + FSC |

WORCESTER, MA | New York, NY | INTRANSIT CONTAINER, INC. | 770 + FSC |

#### FRANCO MANUFACTURING

MORENO | CA/LOS ANGELES, CA | K&R Transport C/O NFI/Cal Cartage Company | \$690.00 +FSC

MORENO | CA/LONG BEACH, CA | K&R Transport C/O NFI/Cal Cartage Company | \$690.00 +FSC

#### KATE SPADE

SANTA FE SPRINGS, CA | Los Angeles, CA | GALE TRIANGLE DBA PERFORMANCE TEAM LLC | 452 ALL IN |

WALTON, KY | Cincinnati, OH | HORIZON FREIGHT SYSTEM, INC. - USCVG | 250 + FSC | pre-pull \$225, storage \$50, bobtails - extra dray plus FSC

WEST CHESTER, OH | Cincinnati, OH | HORIZON FREIGHT SYSTEM, INC. - USCVG | 240 + FSC | pre-pull \$225, storage \$50, bobtails - extra dray plus FSC

#### LL BEAN

BRUNSWICK, ME | New York, NY | INTRANSIT CONTAINER, INC. | 2125 + FSC | direct route from NYC

BRUNSWICK, ME | Boston, MA | INTRANSIT CONTAINER, INC. | 919 + FSC | stop off in ORH. Please quote NYC to ORH and ORH to NHZ

WORCESTER, MA | New York, NY | INTRANSIT CONTAINER, INC. | 770 + FSC |

WORCESTER, MA | New York, NY | INTRANSIT CONTAINER, LLC. | 666 + FSC | ONE freight discharges in the NY/NJ piers and moves via IT to the ICI Worcester yard (for customs clearance) then moves to Maine.

FREEPORT, ME | Worcester, MA | INTRANSIT CONTAINER, LLC. | 834 + FSC | ONE freight discharges in the NY/NJ piers and moves via IT to the ICI Worcester yard (for customs clearance) then moves to Maine.

#### PRIDE MOBILITY

DURYEA, PA | New York, NY | NARO ENTERPRISES, INC. | 850 + FSC |

PONTOTOC, MS | Memphis, TN - Marion | MAINSTREAM | 510 + FSC |

TAMPA, FL | Jacksonville, FL | LANDSTAR GEMINI, INC. | 695 + FSC |

TAMPA, FL | Savannah, GA | LANDSTAR GEMINI, INC. | 1695 + FSC |

#### SAMSONITE

JACKSONVILLE, FL | Jacksonville, FL | EVANS DELIVERY CO INC - USJAX | 175 + FSC |

JACKSONVILLE, FL | Jacksonville, FL | ROAD ONE | 194 + FSC |

JACKSONVILLE, FL | Savannah, GA | EVANS DELIVERY CO INC - USJAX | 800 + FSC |

JACKSONVILLE, FL | Savannah, GA | ROAD ONE | 590 + FSC |

#### SOLENIIS LLC

CHICOPEE, MA | Boston, MA | HALE INTERMODAL TRUCKING - USBOS | 325 + FSC |

#### STELFAST INC

ATLANTA, GA | Atlanta, GA | WEST CONTRACT, DIV OF EVANS DELIVERY | 265 + FSC |

#### UNITED STATES LUGGAGE

SANTA FE SPRINGS, CA | Los Angeles, CA | EAST WEST INTERMODAL | 465 + FSC |

#### COLE HAAN

GREENLAND, NH | New York, NY | INTRANSIT CONTAINER, INC. | 1723 + FSC

#### RIO BRANDS

EAU CLAIRE, WI | MINNEAPOLIS | BIG BLUE BOXES | 550 + FSC

EAU CLAIRE, WI | MINNEAPOLIS | CALHOUN | 628 + FSC  
SHELBY, IA | OMAHA | CALHOUN | 451 + FSC  
SHELBY, IA | OMAHA | UNIVERSAL | 315 + FSC  
HOLIDAY CITY, OH | DETROIT | Forward Air | 915 + FSC  
HOLIDAY CITY, OH | DETROIT | CALHOUN | 872 + FSC  
PLANO, IL | CHICAGO - G4 | Forward Air | 710 + FSC  
PLANO, IL | CHICAGO - G4 | CALHOUN | 655 + FSC

#### SHELTER LOGIC

EAU CLAIRE, WI | MINNEAPOLIS | BIG BLUE BOXES | 550 + FSC  
EAU CLAIRE, WI | MINNEAPOLIS | CALHOUN | 628 + FSC  
SHELBY, IA | OMAHA | CALHOUN | 451 + FSC  
SHELBY, IA | OMAHA | UNIVERSAL | 315 + FSC  
HOLIDAY CITY, OH | DETROIT | Forward Air | 915 + FSC  
HOLIDAY CITY, OH | DETROIT | CALHOUN | 872 + FSC  
PLANO, IL | CHICAGO - G4 | Forward Air | 710 + FSC  
PLANO, IL | CHICAGO - G4 | CALHOUN | 655 + FSC

#### MZ BERGER

ONTARIO, CA | Los Angeles, CA | PAC ANCHOR | 575 + FSC | \$200 congestion fee

#### MASTERBRANDS CABINETS

COLTON, CA | Los Angeles, CA | NOLAN TRANSPORTATION | 1200 ALL-IN |

#### FOSTER GRANT (FGX)

SMITHFIELD, RI | Boston, MA | J.F. MORAN TRUCKING CO., INC. | 375 + FSC |  
SMITHFIELD, RI | Worcester, MA | J.F. MORAN TRUCKING CO., INC. | 425 + FSC |  
LA MIRADA, CA | Los Angeles, CA | J.V.C. TRUCK LINES INC. | 650 + FSC |  
FONTANA, CA | Los Angeles, CA | J.V.C. TRUCK LINES INC. | 650 + FSC |  
WORCESTER, MA | New York, NY | INTRANSIT CONTAINER, INC. | 666 + FSC |  
ANAHEIM, CA | Los Angeles, CA | J.V.C. TRUCK LINES INC. | 650 + FSC |

#### COLE HAAN

GREENLAND, NH | Boston, MA | INTRANSIT CONTAINER, INC. | 1513 + FSC

#### UNITED STATES LUGGAGE

SANTA FE SPRINGS, CA | Los Angeles, CA | EAST WEST INTERMODAL | 495 + FSC |

#### 34. Request For Original Bill of Lading to Be Sent to Consolidator.

Shipper requests for Carrier to send the original Bill(s) of Lading for shipments under this Agreement to the Consolidator(s) identified below, instead of to Shipper.

#### Consolidator(s):

Forwarder Name/Forwarder Code/Address

- OOCL LOGISTICS INDONESIA/ID104924/Wisma 46 - Kota BNI #2202, 22nd Floor, JL. Jend. Sudirman Kav. 1, Jakarta Pusat 10210, Indonesia

This applies to consignee G-III only.

to consignee: LL. Bean Consolidator(s):

Forwarder Name/Forwarder Code/Address

PT. Century Distribution Systems Indonesia

Forwarder Name/Forwarder Code/Address

- DHL GLOBAL FORWARDING INDONESIA/ID102029/Trembesi Tower suite 15, Jl. Pahlawan Seribu Kav. CBD Lot Villa BSD, Lengkong Gudang, Kec. Serpong, Kota Tangerang Selatan, Banten 15322, Indonesia

This pertains to Coach Services Inc, Coach Services Inc (dba Kate Spate), Kate Spate & Company, Coach Leatherware Co, Inc and Tapestry.

SHANGHAI LE STAR INTERNATIONAL SHIPPING CO., LTD/CN568539/Room 607 Building B No.359 East Changzhi Rd,Shanghai

This pertains to Modway, Modway Furniture, East End Imports Inc and East NY Imports.

UNIVERSAL LUGGAGE INDONESIA/ID502157/Jl. Raya Serang Km 32.5, Desa Sumurbandung, Kec. Jayanti, Kab. Tangerang, Banten Indonesia 15610 Indonesia

DCP TRAVELLING PRODUCTS/ID503332/Jl. Raya Jepara Kudus Km.21 No.88, RT.001 / RW.003, Sengonbugel Mayong

FORMOSA BAG INDONESIA/ID113008/Jl. Raya Jepara Kudus Km. 28, Rt. 06 / Rw. 03, Sengon Bugel, Mayong, Kab. Jepara, Jawa Tengah 59465

WANXINDA TRAVEL GOODS/ID509394/Desa Pendosawalan RT.021 RW.008, Pendosawalan, Kalinyamatan, Kab. Jepara, Jawa Tengah, Indonesia

This pertains to United States Luggage Company, Briggs & Riley, Briggs & Riley Travelware, LLC, Danzak, LTD, Dunston Leathers, London Leather, Solocases, USL Shanghai Limited, United States Luggage Shanghai LTD.

SITC LOGISTIK INDONESIA/ID512791/Gama Tower Lt.36 Unit A,B,C, Jl. H.R. Rasuna Said Kav.C-22, Kuningan, Jakarta Selatan 12940, Indonesia

TOP ASIA LOGISTICS/ID113001/Spring Hill Office Tower 11-G Jl. Benyamin Suaeb Kemayoran Jakarta Utara

This pertains to Leisure Merchandising Corp., Hudson Bay Co., Leisure Luggage.

Forwarder Name/Forwarder Code/Address

- APL LOGISTICS/ID100929/MANDIRI INHEALTH TOWER Lt.2, Jl. Prof. Dr. Satrio Kav.E IV No.6, Kuningan Timur, Setiabudi, Jakarta Selatan 12950, Indonesia

- APL LOGISTICS/ID100930/WISMA HSBC 8TH FLOOR, SUITE 808, JL. GAJAH MADA NO.135, SEMARANG, CENTRAL JAVA 50134, INDONESIA

This pertains to Urban Outfitters.

**ONE SERVICE CONTRACT NO. NYC0026B22 AMENDMENT NO. 157**

Effective Date 29 Mar, 2024

**6-1. General Rate**

**[NORTH AMERICA - ASIA (WB)]**

**6) COMMODITY : Chemicals, NOS, NON-HAZ**  
**ORIGIN : LAFAYETTE, IN, UNITED STATES(Door)**  
**ORIGIN VIA : LOS ANGELES, CA, UNITED STATES**

Destination	Cntry	Destination Via	Cntry	Term	Type	Cur	20'	40'	40HC	45'	Direct Call	Note
ZHUHAI, GUANGDONG	CN			CY	Dry	USD	1800	1980	1980			
<a href="#">SURABAYA</a>	<a href="#">ID</a>			<a href="#">CY</a>	<a href="#">Dry</a>	<a href="#">USD</a>	<a href="#">1550</a>	<a href="#">2000</a>	<a href="#">2000</a>			

**ORIGIN : PASADENA, TX, UNITED STATES(Door)**  
**ORIGIN VIA : LONG BEACH, CA, UNITED STATES**

Destination	Cntry	Destination Via	Cntry	Term	Type	Cur	20'	40'	40HC	45'	Direct Call	Note
CHANGSHU, JIANGSU	CN			CY	Dry	USD	2870	3230	3230			

**< NOTE FOR COMMODITY >**

Rates are subject to ONE BUNKER SURCHARGE(OBS) , HAZ ADDITIONAL CHARGE(HAZ), and all applicable Destination Surcharges.

**See Term 12 for Additional Provisions/Notes/Exceptions**

**7. LIQUIDATED DAMAGES FOR NON-PERFORMANCE, IF ANY**

See ONE Essential Terms tariff ONEY-010 Rule 105 and Contract Boiler Plate.

**11. CONTRACT RECORDS:**

Intentionally left blank

**※GLOSSARY**

Code	Definition
D2	20'
D4	40'
D5	40' High Cube
D7	45' High Cube
F2	20' Flat Rack
F4	40' Flat Rack
O2	20' Open Top
O4	40' Open Top
R2	20' Reefer
R5	40' Reefer High Cube
T2	20' Tank
T4	40' Tank