WHEREAS, **Gemini Shippers Association** and all members or affiliates named in Appendix B hereto (collectively "Shipper") entered into subject service contract with **Orient Overseas Container Line Limited and OOCL (Europe) Limited acting jointly as the Carrier** (hereinafter called "OOCL" 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 to USA

Commodity: General Department Store Merchandise

| Origin | Destination | Mode | Via(Dest.) | Nature | SOC | 20 | 40 | 40H | 45 | Notes |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Penang, Malaysia** | **Chicago, IL** | **YY** | **LALB** | **GC;DG** |  | **3130** | **3450** | **3375** | **4368** | **S1;A1; MP; X2** |

Note A1: Equipment free time for cargo moving in standard dry containers at destination United States and Canada shall be 8 working days. This provision is not applicable to shipments moving in non-active reefer container and/or on a Tri-axle chassis. This free time provision is not extended to cover chassis for CY cargo.

Note MP: In addition to publishing of a Peak Season Surcharge (PSS) in Carrier’s governing tariff, Carrier may also initiate a Peak Season Surcharge by providing a written notice to Shipper. If the parties mutually agree to a PSS amount and duration, the decision will be reflected in an amendment to the Contract and filed with the Federal Maritime Commission. If the parties are unable to mutually agree on a PSS amount/duration, either party may terminate this contract upon ten (10) days' written notice to the other party. Written notice of termination shall be provided to the Federal Maritime Commission as required in its regulations. Upon termination, the Contract MQC shall be prorated per the actual contract duration for the purpose of dead freight calculation.

Note S1: Freight Rates are inclusive of the Alameda Corridor Charge (ACC), Carrier Security Charge (CSS), Destination Delivery Charge (DDC), Gulf of Aden Surcharge (GAS), High Security Seal Charge (HSS), Payable Elsewhere Fee (PEF), Panama Fresh Water Fee (PFW), Panama Canal Charge (PNC), Security Surcharge at Destination (SED), Suez Canal Transit Charge (SUZ) and the Value Added Surcharge (VAS). Freight Rates are not inclusive of the surcharge and fees listed as supplemented (if any), which are specified in the contract or available at OOCL Global Rule [https://moc.oocl.com/wls\_prs\_rp/public/ruleTariff/search/display] and applicable Local Surcharge [http://www.oocl.com/eng/resourcecenter/globalinfo/Pages/default.aspx?select=localsurcharges] published in Carrier's prevailing governing tariff(s) on www.oocl.com or any subsequent publication as replacements at the time of shipment. Freight Rates are not inclusive of other Surcharge and Fees which are introduced to cover a change of requirements or additional services at the request by Shipper, contingency charges, local surcharges or other charges and cost due to extraordinary conditions beyond carrier's control.

Note X2: Through rate construction based on this rate plus destination addon/arbitrary is prohibited.

Fixed Surcharges (Far East to USA)

For all cargo, the Advance Manifest Security Charge (AMS) is waived through contract expiry if shipping instruction is transmitted to the carrier through direct electronic data interchange or via CargoSmart or OOCL portal.  
  
For dangerous cargo, the Dangerous Goods Premium (DGC) is fixed at USD 200.00 per dry 20 ft container; USD 250.00 per dry 40 ft, or 40 ft high-cube container or USD 320.00 per dry 45 ft container through contract expiry.  
  
For all cargo where the POD is Long Beach, CA; Los Angeles, CA; Oakland, CA; Seattle, WA or Tacoma, WA, the Fuel Cost Recovery (FCR) is fixed at USD 440.00 per 20 ft container; USD 550.00 per 40 ft container; USD 619.00 per 40 ft high-cube container or USD 696.00 per 45 ft container effective from October 1, 2023 through December 31, 2023 inclusively.  
  
For all cargo where the POD is any port except Long Beach, CA; Los Angeles, CA; Oakland, CA; Seattle, WA or Tacoma, WA, the Fuel Cost Recovery (FCR) is fixed at USD 991.00 per 20 ft container; USD 1,239.00 per 40 ft container; USD 1,394.00 per 40 ft high-cube container or USD 1,569.00 per 45 ft container effective from October 1, 2023 through December 31, 2023 inclusively.  
  
For all cargo where the POD is Long Beach, CA; Los Angeles, CA; Oakland, CA; Seattle, WA or Tacoma, WA, the Fuel Cost Recovery (FCR) is fixed at USD 491.00 per 20 ft container; USD 614.00 per 40 ft container; USD 691.00 per 40 ft high-cube container or USD 778.00 per 45 ft container effective from January 1, 2024 through March 31, 2024 inclusively. FCR will be applied per tariff beyond March 31, 2024.  
  
For all cargo where the POD is any port except Long Beach, CA; Los Angeles, CA; Oakland, CA; Seattle, WA or Tacoma, WA, the Fuel Cost Recovery (FCR) is fixed at USD 1,097.00 per 20 ft container; USD 1,371.00 per 40 ft container; USD 1,542.00 per 40 ft high-cube container or USD 1,736.00 per 45 ft container effective from January 1, 2024 through March 31, 2024 inclusively. FCR will be applied per tariff beyond March 31, 2024.

**GEOGRAPHIC TERMS**

Far East to USA

LALB : Long Beach, CA; Los Angeles, CA

**LEGEND**

**Bold:** additions

Underline: changes

~~Strikethrough:~~ deletions

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 | X Shipper Association |
|  |  |
| Non Vessel Operating Common Carrier(NVOCC) | Other (\*) |

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

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

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  | | --- | --- | |  |  | | (Signature) | (Signature) | |  |  | | Orient Overseas Container Line Limited and OOCL (Europe) Limited acting jointly as the Carrier | Gemini Shippers Association | | Teddy Fung | Ken O’Brien | | Director of Trades | President | |  |  | |  |  | | Date: | Date: | |  |  | | Carrier Address: | Shipper Address: | |  |  | | Orient Overseas Container Line Limited 31/F, Harbour Centre, Wanchai, Hong Kong  OOCL (Europe) Limited OOCL House, Levington Park, Bridge Road, Levington, Ipswich, Suffolk IP10 0NE, U.K. | Gemini Shippers Association 137 West 25th St. 3rd Floor New York, New York 10001 United States | |  |  | |