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.

\*Added surcharge group **S102** to read:

**Freight Rates are inclusive of the Currency Adjustment Factor (CAF) and the Transport Additional at Discharge (TAD). 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.**

\*Amend the following contract rates

Far East To Europe (WB)

Commodity: General Department Store Merchandise

| Origin | Destination | Mode | Nature | SOC | 20 | 40 | 40H | Notes |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Ningbo, China; Qingdao, China; Shanghai, China; Yantian, China** | **Cork, The Republic of Ireland** | **YY** | **GC;DG** |  | **1350** | **2300** | **2300** | **S102** |

Note S102: Freight Rates are inclusive of the Currency Adjustment Factor (CAF) and the Transport Additional at Discharge (TAD). 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.

Fixed Surcharges (Far East To Europe (WB))

For all cargo, the Fuel Cost Recovery (FCR) is fixed at USD 312.00 per 20 ft container or USD 624.00 per 40 ft container effective through December 31, 2023 inclusively.

For all cargo, the Fuel Cost Recovery (FCR) is fixed at USD 345.00 per 20 ft container or USD 690.00 per 40 ft container effective from January 1, 2024 through March 31, 2024 inclusively. FCR will be applied per tariff beyond March 31, 2024.

\*Affiliates:

**Members/Affiliates**

**\*New Affiliates:**

**American Home Manufacturing, LLC**
**302 Fifth Avenue**
**New York, New York 10001**
**United States**

**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 Limited31/F, Harbour Centre, Wanchai, Hong KongOOCL (Europe) LimitedOOCL House, Levington Park, Bridge Road,Levington, Ipswich, Suffolk IP10 0NE, U.K. | Gemini Shippers Association137 West 25th St. 3rd FloorNew York, New York 10001United States |
|  |  |

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