April 25, 2024 01:54 GMT/ LINGSH2

**OOCL Service Contract**

|  |  |
| --- | --- |
| **Service Contract number:** | **PE243104** |
| **Essential Term number:** | **PE243104** |
| **Amendment number:** | **1 May 01, 2024** |

This Service Contract ("Contract") is made between **Orient Overseas Container Line Limited and OOCL (Europe) Limited acting jointly as the Carrier** (hereinafter called "OOCL" or "Carrier") and **Gemini Shippers Association** (hereinafter called "Shipper") and all members or affiliates named in Appendix B, whereby the parties mutually agree as set forth herein, IN WITNESS WHEREOF, the parties have executed this contract through their responsible representatives duly authorized as of the dates hereinafter written.

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  |
| Peter Pan | Ken O’Brien  |
| Director of Trades | President  |
| Date: April 24, 2024 | Date: April 24, 2024  |
| 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 |
|  |  |

 **TERMS AND CONDITIONS**

|  |
| --- |
|  |
| Appendix to service contract (hereinafter "Service Contract") entered into by and between Orient Overseas Container Line Limited and OOCL (Europe) Limited acting jointly as the carrier (hereinafter referred to as "OOCL" or "Carrier") and the Fashion Accessories Shippers Association, Inc. d/b/a Gemini Shippers Association ("Association" or “Shipper”).A. Integration with Service Contract1. 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) or if a conflict exists, 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) (i) a legal liability (ii) obligation or (iii) 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 imposition2. The Contract shall not be subject to any service contract amendment fees.3. This Contract is governed by Carrier’s tariffs and Bill of Lading terms. In the event there is a conflict between this Contract and that of Carrier’s governing tariffs and/or Bill of Lading terms, the Contract shall supersede and take precedence over the terms of the Carrier's Bill of Lading and/or tariffs; provided, however, if the Carrier's Bill of Lading contains specific terms concerning the Carrier's liability for damage to persons or property (including cargo) or misdelivery 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 each individual package, carton, parcel or box contained in a container and not the container itself.4. Carrier agrees that during the term of the Contract and for a period of 90 Days after its termination, the Carrier shall not without the prior written consent of the Association to solicit 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 ("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.Nothing contained in this provision shall be construed to restrict the right of any Member and/or Affiliate Member to engage its individual contract negotiation with the Carrier at any time.B. Special Provisions Reflecting Shipper Association Status1. 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 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 either as shipper or consignee. The Member may also appear as "notify party” on a bill of lading but only if the bill of lading is consigned "To Order", "To Order of a bank" or "To Order of the Member". Members listed in Appendix B of this Contract may move cargo under the terms of the Contract. Hereinafter, Member(s) and Affiliated Member(s) listed in Appendix B of this Contract 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.Association 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.2. 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. Subject to the Carrier’s approval, the Association may, on reasonable notice to the Carrier, add Participants permitted to move cargo pursuant to the Contract. If a Participant is added, then the MQC may be increased upon approval by both the Association and the Carrier by an amount no greater than the Participant's reasonably expected volume of shipments during the remainder of the term of the Contract.3. 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 for West Coast and Group 4 point destinations. For the rest of destinations, rates for 20’ containers shall be 90% of the rate for 40’ containers. Rates for 45’ containers shall be 126.6% of the rate for 40” containers for all destinations.4. -Member DuesCarrier agrees to award the Association with an member dues of US$ 100 per container for which the freight and related charges have been paid in full.In order to receive the aforementioned dues, the Association must submit an invoice to Carrier which will state the Bills of Lading numbers and qualified volume shipped and the amount at the end of each month. Undisputed 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. The Association agrees to cooperate with Carrier in its effort to reconcile any discrepancies, including the submission of copies of Bills of Lading as verification. In any event, submission of invoice by the Association must not be later than 90 days after expiry of the contract. Any invoice submitted after the deadline shall be considered as null and void.C. Confidentiality, Disputes, Reports, MQC/Dead Freight1. The terms and conditions of the Contract are confidential and shall be maintained as such by the parties during the term hereof and for 5 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.2. 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 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. 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.3. 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. The failure to support these EDI requirements may result in the termination of this Contract, in the Association’s sole discretion.4. 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) which 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, marine disaster, fire or other casualty but not commercial contingencies (e.g., changing markets, poor management decisions, business declines, bankruptcy of a customer or of a supplier, etc.). 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 feasible duties and obligations not affected by the Force Majeure event.5. If it is determined by mutual agreement that the Carrier has overcharged a Participant for any reason , then the Participant may deduct or set off the amount of the overcharge from any future invoice or amount due the Carrier by the Participant and the Carrier shall not delay delivery of or fail or refuse to release any shipment as to which such deduction or setoff has been taken nor shall the Carrier fail or refuse to thereafter transport the Participant's goods pursuant to the Contract.6. 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 the difference between the quantity of cargo actually shipped and MQC at the rate of US $50 per FEU. Amount due hereunder shall be paid directly to the Carrier following written notification by the Carrier. Under no circumstances shall the Association be liable to Carrier 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 Carrier.If the Carrier fails to fulfill its service commitment during the Contract term, the Shipper's sole remedy options shall be reduction of the Minimum Quantity Commitment by the quantity of cargo not carried by the Carrier. The Carrier shall not be liable to the Shipper for any direct, indirect, consequential or any damages whatsoever and howsoever arising under this Contract, nor shall any liabilities or obligations of the Shipper to the Carrier be subject to any offset or credit by virtue of any moneys which the Shipper may claim are due to him under this Contract or otherwise.For satisfying the Minimum Quantity Commitment the following shall apply:-20-foot container shall equal 0.5 FEU;40-foot (8'6") container shall equal 1 FEU;40-foot (9'6") non working temperature controlled container shall equal 1 FEU;40-foot (9'6") container shall equal 1 FEU;45-foot container shall equal 1 FEUException:-Shipment from Far East (including Indian-Subcontinents) to North America40-foot (9'6") container shall equal 1.125 FEU;45-foot container shall equal 1.25 FEUD. Commercial Items1. 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) 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. For avoidance of doubt, rates are still not inclusive of additional charge for services provided by Carrier at the request of shipper and all additional costs that apply to a specific shipment for services rendered by Carrier as result of mandatory order by the port authority and/or local, city or national government. Carrier can also pass through any charge or cost to Participants by mutual written consent that are imposed upon the Carrier by any third party including ports and/or terminal operators, equipment providers, or governmental entities.2. The parties acknowledge and agree that it is their reasonable expectation that, absent a Force Majeure event, as described in Paragraph C4, 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 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 the Association may reduce the MQC by an appropriate amount to reflect the reduction in the Carrier's services.3. The Carrier will be deemed to be in breach of this Contract if it (a) accepts cargo for carriage on a particular vessel but then fails to transport that cargo on said vessel for any reason other than a Force Majeure event or (b) refuses to transport or release cargo unless a higher rate or surcharge is paid and, in such event, the Association may reduce the MQC taking into consideration such breach.4. At the sole 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 15%.5. 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.6. In the event that conflicting rates that are equally specific and may be applied to any shipment transported pursuant to the Contract, then the lowest applicable rate shall apply to such shipment, |
|  |
| whichrate shall be deemed the applicable "Contract Rate."E. Miscellaneous1. 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 upon agreement by the entity acquiring the Carrier, the entity acquiring the Carrier's assets shall assume the Contract including the Carrier's liabilities and obligations thereunder. Carrier shall not have the option to terminate this agreement upon an integration of OOCL into the operations of Cosco Shipping2. Carrier shall not terminate the Contract, or decline to move additional cargo hereunder, upon thefulfillment by the Association of its MQC and the Carrier agrees to use best effort that during the term of the Contract it shall accept and transport cargo tendered to it by or on behalf of Participants at the Contract Rates. FurthermoreThe Contract shall not be terminated, modified, altered, amended or changed in any way without the written mutual agreement of the Carrier and the Association..3. 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. Unless otherwise specified elsewhere in this Contract, the failure to reach a mutual agreement shall not entitle the Carrier to terminate or otherwise opt out of the Contract.4. 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.5. 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.6. 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.7. 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.8. The terms and conditions of this Contract may be renewed or extended prior the expiry date the Contract only upon mutual agreement.9. 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 forgoing, 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 of 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.10. 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.11. Contracts and contract amendments may be signed on behalf of the Association by e-Signature if such signatures are considered valid under applicable law. Ken O’Brien or Arlene Blocker are presently authorized to sign Contracts and contract amendments on behalf of the Association. Either Sara Mayes, Ken O’Brien, 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, Mr.O’Brien , or Ms. Blocker. |
| **12. VERIFICATION OF CONTRACT CARRYINGS AND RECORD RETENTION** |
| Participant must notify the Carrier at time of booking that the cargo is to move under this Contract, specifying the correct Contract number. Bill of lading documents provided to the Carrier must indicate the correct contract number. Each original bill of lading covering shipment(s) moving under this Contract will show the Contract number. The Carrier may permit Participant to correct inadvertent omissions at a later date provided that a full set of the original bills of lading (if issued) are surrendered to the Carrier. In the event of a dispute between the Participant and the Carrier on the quantity of cargo shipped under this Contract, The Participant will be required to submit bills of lading within 30 days after notification from the Carrier of the Carrier’s calculation. |
| **13. AUDIT AND RECORD RETENTION** |
| The original of this Contract will be maintained at the Carrier’s premises of business or its designated storage location for documents and hard copy of the Contract can be sent to the Shipper within ten working days upon receipt of a written request from the Shipper. Any alteration of the soft copy of the Contract without both parties’ written agreement shall not be valid and enforceable. The Carrier and the Shipper shall maintain records and conduct audits in accordance with the requirements of the Federal Maritime Commission and the Shipping Act of 1984, as amended. The Shipper agrees to provide the Carrier's Contract officer with all pertinent records, bills of lading or other shipping documents that it has in its possession, which may be required to substantiate proper application of the "Service Contract" rate. |
| **14. CANCELLATION AND TERMINATION** |
| a) This Contract may at any time and to the extent and in the manner permitted by law and applicable Governmental regulations, be or amended, or extended for a further period with or without revision to any of its terms and conditions by the mutual consent of the Parties in writing.b) Carrier shall have the right to terminate this Service Contract upon written notice to Shipper upon the occurrence of any of the following events:-i) Shipper becomes insolvent.ii) Shipper files a petition in bankruptcy.The Minimum Quantity Commitment described in Appendix A shall be prorated in accordance with actual duration of this Service Contract upon such termination. |
| **15. COST RELATING TO SERVICE CONTINGENCY** |
| Notwithstanding other provisions of this Contract, including but not limited to any “no-new-surcharge” clause, Shipper shall be subject to any rule in the Governing Tariff establishing a charge relating to any of the following circumstances or charges arising or taking effect subsequent to the effective date of this Contract: a strike, lockout, work stoppage, or other labor unrest; origin or destination port or inland congestion; security requirements or costs; taxes, fees or charges levied by any federal, state or local governmental entity, or by any port or harbor authority; increased inland transportation costs resulting from federal, state, or local legislative or regulatory action, including action by any port or harbor authority; or clean air requirements. |
| **16. E- 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. In the event that this Agreement is amended in an electronic 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 electronic symbol attached to or logically associated with the Agreement and executed or adopted by a person with the intent and authorization to sign this Agreement, including the person's name typed on the signature line of the Agreement, followed by the signature designation(s), or an exchange of e-mails between the parties to which the parties attach this Agreement and such amendment and in which such parties state that they agree to its terms and conditions.The following parties are the only ones representing the Shipper who may sign electronically and the emails may only be sent from the following email addresses:Arlene Blocker ( email: ablocker@geminishippers.com )Ken O’Brien ( Kobrien@geminishippers.com ) |

Appendix A to Service Contract

|  |  |
| --- | --- |
| **Carrier: OOCL** | **Service Contract number: PE243104** |
| **Shipper:** | **Gemini Shippers Association** | **Essential Term number: PE243104** |
| **Amendment number: 1 May 01, 2024** |

The following provisions of this appendix are incorporated in the above referenced Service Contract:

|  |  |  |
| --- | --- | --- |
| 1. DURATION |  |  |
|  |  |  |
|  COMMENCEMENT | : | May 01, 2024 |
|  TERMINATION | : | April 30, 2025 |
|  |  |  |
| 2. COMMODITIES | : |  |

General Department Store Merchandise:
 General Department Store Merchandise

|  |  |  |
| --- | --- | --- |
| 3. MINIMUM QUANTITY COMMITMENT(S) | : | 5000 TEU |
|  |  |  |
| 4. ORIGIN COUNTRIES/AREAS | : | BangladeshBruneiCambodiaChinaHong Kong, ChinaIndiaIndonesiaJapanMacau, ChinaMalaysiaMyanmarPakistanPhilippinesSingaporeSouth KoreaSri LankaTaiwanThailandVietnam |
|  |  |  |
| 5. DESTINATION COUNTRIES/AREAS | : | United States |
|  |  |  |

6. CONTRACT RATES (IN US DOLLARS UNLESS SPECIFIED) :

Asia/Indian Sub-Continents/Middle East To United States

Commodity: General Department Store Merchandise

| Origin | Destination | Mode | Via(Dest.) | Nature | SOC | 20 | 40 | 40H | 45 | Notes |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| HKG; Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | LALB | YY | LALB | GC;DG |  | 923 | 1129 | 1058 | 1429 |  S1;A1; MP; X2 |
| HKG; Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | Charleston, SC | YY | Charleston, SC | GC;DG |  | 1122 | 1378 | 1219 | 1745 |  S1;A1; MP; X2 |
| HKG; Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | Chicago, IL | YY | LALB | GC;DG |  | 2883 | 3129 | 3058 | 3961 |  S1;A1; MP; X2 |
| HKG; Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | Dallas, TX; Fort Worth, TX | YY | LALB | GC;DG |  | 2883 | 3129 | 3058 | 3961 |  S1;A1; MP; X2 |
| HKG; Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | Greer, SC | YY | Charleston, SC | GC;DG |  | 1706 | 2108 | 1949 | 2669 |  S1;A1; MP; X2 |
| HKG; Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | Kansas City, KS | YY | LALB | GC;DG |  | 2883 | 3129 | 3058 | 3961 |  S1;A1; MP; X2 |
| HKG; Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | Memphis, TN | YY | LALB | GC;DG |  | 2883 | 3129 | 3058 | 3961 |  S1;A1; MP; X2 |
| HKG; Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | New York, NY | YY | New York, NY | GC;DG |  | 1122 | 1378 | 1219 | 1745 |  S1;A1; MP; X2 |
| HKG; Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | Norfolk, VA | YY | Norfolk, VA | GC;DG |  | 1122 | 1378 | 1219 | 1745 |  S1;A1; MP; X2 |
| HKG; Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | Savannah, GA | YY | Savannah, GA | GC;DG |  | 1122 | 1378 | 1219 | 1745 |  S1;A1; MP; X2 |
| VTN | New York, NY | YY | New York, NY | GC;DG |  | 1122 | 1378 | 1219 | 1745 |  S1;A1; MP; X2 |
| VTN | Norfolk, VA | YY | Norfolk, VA | GC;DG |  | 1122 | 1378 | 1219 | 1745 |  S1;A1; MP; X2 |
| Mundra, India | New York, NY | YY | New York, NY | GC;DG |  | 1122 | 1378 | 1219 | 1745 |  S1;A1; MP; X2 |
| Mundra, India | Norfolk, VA | YY | Norfolk, VA | GC;DG |  | 1122 | 1378 | 1219 | 1745 |  S1;A1; MP; X2 |
| Shanghai, China | Boston, MA | YY | Boston, MA | GC;DG |  | 1122 | 1378 | 1219 | 1745 |  S1;A1; MP; N1; X2 |

Note A1: Equipment free time for cargo moving in standard dry containers at destination United States shall be 11 working days.

Applicable per diem charge after free time expiry shall be $100 per container per working day.
This provision is not applicable to shipments moving in non-active reefer container and/or on a Tri-axle chassis provided at Carrier’s expense. 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: 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). Rates are not inclusive of all other surcharges, including those, if any, specified in the contract and those published in the Governing Tariff(s) at the time of shipment.

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

Note N1: Application of demurrage free time at Boston, MA CY for shipments of multiple containers from the same vessel shall be governed by Multiple Container Rule of the local terminal tariff. Thereafter demurrage charge shall be applied per Carrier’s governing tariff.

Fixed Surcharges (Asia/Indian Sub-Continents/Middle East To United States)

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 457.00 per 20 ft container; USD 571.00 per 40 ft container; USD 642.00 per 40 ft high-cube container or USD 723.00 per 45 ft container effective through June 30, 2024 inclusively. FCR will be applied per tariff beyond June 30, 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 1,018.00 per 20 ft container; USD 1,272.00 per 40 ft container; USD 1,431.00 per 40 ft high-cube container or USD 1,610.00 per 45 ft container effective through June 30, 2024 inclusively. FCR will be applied per tariff beyond June 30, 2024.

Asia/Indian Sub-Continents/Middle East To United States Via Canada Ports

Commodity: General Department Store Merchandise

| Origin | Destination | Mode | Via(Dest.) | Nature | SOC | 20 | 40 | 40H | 45 | Notes |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| HKG; Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | Chicago, IL | YY | Prince Rupert, Canada; Vancouver, Canada | GC;DG |  | 2883 | 3129 | 3058 | 3961 |  S1;A1; MP; X2 |
| HKG; Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | Memphis, TN | YY | Prince Rupert, Canada; Vancouver, Canada | GC;DG |  | 2883 | 3129 | 3058 | 3961 |  S1;A1; MP; X2 |

Note A1: Equipment free time for cargo moving in standard dry containers at destination United States shall be 11 working days.

Applicable per diem charge after free time expiry shall be $100 per container per working day.
This provision is not applicable to shipments moving in non-active reefer container and/or on a Tri-axle chassis provided at Carrier’s expense. 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: 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). Rates are not inclusive of all other surcharges, including those, if any, specified in the contract and those published in the Governing Tariff(s) at the time of shipment.

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

Fixed Surcharges (Asia/Indian Sub-Continents/Middle East To United States Via Canada Ports)

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 Prince Rupert, Canada or Vancouver, Canada, the Fuel Cost Recovery (FCR) is fixed at USD 457.00 per 20 ft container; USD 571.00 per 40 ft container; USD 642.00 per 40 ft high-cube container or USD 723.00 per 45 ft container effective through June 30, 2024 inclusively. FCR will be applied per tariff beyond June 30, 2024.

For all cargo where the POD is any port except Prince Rupert, Canada or Vancouver, Canada, the Fuel Cost Recovery (FCR) is fixed at USD 1,018.00 per 20 ft container; USD 1,272.00 per 40 ft container; USD 1,431.00 per 40 ft high-cube container or USD 1,610.00 per 45 ft container effective through June 30, 2024 inclusively. FCR will be applied per tariff beyond June 30, 2024.

**ASSESSORIALS**

**Origin Arbitrary Table for Asia/Indian Sub-Continents/Middle East To United States**

Commodity: ALL

| Location | Over | Mode | Nature | 20 | 40 | 40H | 45 | Notes |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| BANG | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 464 | 580 | 580 | 734 |  |
| CAM | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 520 | 650 | 650 | 823 |  |
| KEELUNG | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 80 | 100 | 100 | 127 |  |
| SIN | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 0 | 0 | 0 | 0 |  |
| SLK | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 480 | 600 | 600 | 760 |  |
| VTN | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 0 | 0 | 0 | 0 |  |
| Anji, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 240 | 300 | 300 | 380 |  |
| Anqing, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 240 | 300 | 300 | 380 |  |
| Bangkok, Thailand | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 0 | 0 | 0 | 0 |  |
| Beijiao, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 120 | 150 | 150 | 190 |  |
| Belawan, Indonesia | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 260 | 325 | 325 | 411 |  |
| Bintulu, Malaysia | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 360 | 450 | 450 | 570 |  |
| Cebu City, Philippines | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 300 | 375 | 375 | 475 |  |
| Changsha, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 600 | 750 | 750 | 950 |  |
| Changshu, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 320 | 400 | 400 | 506 |  |
| Changzhou, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 220 | 275 | 275 | 348 |  |
| Chengdu, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 1600 | 2000 | 2000 | 2532 |  |
| Chennai, India | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 464 | 580 | 580 | 734 |  |
| Chongqing, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 620 | 775 | 775 | 981 |  |
| Da Nang, Vietnam | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 400 | 500 | 500 | 633 |  |
| Dafeng, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 240 | 300 | 300 | 380 |  |
| Dalian, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 40 | 50 | 50 | 63 |  |
| Davao City, Philippines | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 480 | 600 | 600 | 760 |  |
| Doumen, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 160 | 200 | 200 | 253 |  |
| Foshan, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 144 | 180 | 180 | 228 |  |
| Fuqing, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 200 | 250 | 250 | 317 |  |
| Fuzhou, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 320 | 400 | 400 | 506 |  |
| Gaolan, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 160 | 200 | 200 | 253 |  |
| Gaoming, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 144 | 180 | 180 | 228 |  |
| Hai Phong, Vietnam | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 280 | 350 | 350 | 443 |  |
| Haikou, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 320 | 400 | 400 | 506 |  |
| Haimen, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 320 | 400 | 400 | 506 |  |
| Hakata, Japan | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 440 | 550 | 550 | 696 |  |
| Hefei, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 520 | 650 | 650 | 823 |  |
| Heshan, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 360 | 450 | 450 | 570 |  |
| Hiroshima, Japan | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 440 | 550 | 550 | 696 |  |
| Ho Chi Minh, Vietnam | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 0 | 0 | 0 | 0 |  |
| Huangpu, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 120 | 150 | 150 | 190 |  |
| Huizhou, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 320 | 400 | 400 | 506 |  |
| Iyomishima (Shikokuchuo), Japan | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 544 | 680 | 680 | 861 |  |
| Jakarta, Indonesia | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 440 | 550 | 550 | 696 |  |
| Jambi, Indonesia | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 0 | 0 | 0 | 0 |  |
| Jiangmen, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 120 | 150 | 150 | 190 |  |
| Jiangyin, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 400 | 500 | 500 | 633 |  |
| Jiaoxin, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 160 | 200 | 200 | 253 |  |
| Jingzhou, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 400 | 500 | 500 | 633 |  |
| Jinzhou, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 400 | 500 | 500 | 633 |  |
| Jiujiang, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 144 | 180 | 180 | 228 |  |
| Kattupalli, India | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 400 | 500 | 500 | 633 |  |
| Keamari, Karachi, Pakistan | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 800 | 1000 | 1000 | 1266 | R1 |
| Kochi, India | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 600 | 750 | 750 | 950 |  |
| Kolkata, India | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 640 | 800 | 800 | 1013 |  |
| Kwangyang, South Korea | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 360 | 450 | 450 | 570 |  |
| Laem Chabang, Thailand | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 0 | 0 | 0 | 0 |  |
| Lat Krabang, Thailand | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 80 | 100 | 100 | 127 |  |
| Lianhuashan, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 160 | 200 | 200 | 253 |  |
| Lianyungang, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 240 | 300 | 300 | 380 |  |
| Macao, Macau, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 320 | 400 | 400 | 506 |  |
| Manila, Philippines | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 320 | 400 | 400 | 506 |  |
| Mizushima, Japan | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 440 | 550 | 550 | 696 |  |
| Moji, Japan | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 440 | 550 | 550 | 696 |  |
| Muara, Brunei | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 0 | 0 | 0 | 0 |  |
| Mundra, India | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 800 | 1000 | 1000 | 1266 | R1 |
| Nagoya, Japan | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 400 | 500 | 500 | 633 |  |
| Nanchang, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 564 | 705 | 705 | 893 |  |
| Nanhai, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 160 | 200 | 200 | 253 |  |
| Nanjing, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 160 | 200 | 200 | 253 |  |
| Nansha, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 120 | 150 | 150 | 190 |  |
| Nantong, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 120 | 150 | 150 | 190 |  |
| Nhava Sheva, India | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 800 | 1000 | 1000 | 1266 | R1 |
| Osaka, Japan | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 200 | 250 | 250 | 317 |  |
| Palembang, Indonesia | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 400 | 500 | 500 | 633 |  |
| Panjang, Indonesia | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 400 | 500 | 500 | 633 |  |
| Pasir Gudang, Malaysia | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 160 | 200 | 200 | 253 |  |
| Penang, Malaysia | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 240 | 300 | 300 | 380 |  |
| Phnom Penh, Cambodia | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 320 | 400 | 400 | 506 |  |
| Pontianak, Indonesia | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 480 | 600 | 600 | 760 |  |
| Port Klang, Malaysia | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 0 | 0 | 0 | 0 |  |
| Port Qasim, Karachi, Pakistan | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 800 | 1000 | 1000 | 1266 | R1 |
| Qingdao, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 0 | 0 | 0 | 0 |  |
| Qingyuan, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 320 | 400 | 400 | 506 |  |
| Qinhuangdao, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 196 | 245 | 245 | 310 |  |
| Qinzhou, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 480 | 600 | 600 | 760 |  |
| Quy Nhon, Vietnam | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 480 | 600 | 600 | 760 |  |
| Rongqi, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 120 | 150 | 150 | 190 |  |
| Sanbu, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 200 | 250 | 250 | 317 |  |
| Sanshui, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 160 | 200 | 200 | 253 |  |
| Semarang, Indonesia | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 240 | 300 | 300 | 380 |  |
| Shantou, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 200 | 250 | 250 | 317 |  |
| Shekou, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 0 | 0 | 0 | 0 |  |
| Shibushi, Japan | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 480 | 600 | 600 | 760 |  |
| Shuidong, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 520 | 650 | 650 | 823 |  |
| Shunde, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 120 | 150 | 150 | 190 |  |
| Songkhla, Thailand | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 480 | 600 | 600 | 760 |  |
| Surabaya, Indonesia | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 280 | 350 | 350 | 443 |  |
| Taicang, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 0 | 0 | 0 | 0 |  |
| Taichung, Taiwan | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 80 | 100 | 100 | 127 |  |
| Taishan, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 200 | 250 | 250 | 317 |  |
| Taizhou, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 200 | 250 | 250 | 317 |  |
| Tan Thanh, Vietnam | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 0 | 0 | 0 | 0 |  |
| Tanjung Pelepas, Malaysia | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 280 | 350 | 350 | 443 |  |
| Tokuyama (Shunan), Japan | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 440 | 550 | 550 | 696 |  |
| Tokyo, Japan | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 0 | 0 | 0 | 0 |  |
| Tomakomai, Japan | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 1080 | 1350 | 1350 | 1709 |  |
| Tuticorin, India | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 280 | 350 | 350 | 443 | R2 |
| Wanzai, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 0 | 0 | 0 | 0 |  |
| Weihai, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 320 | 400 | 400 | 506 |  |
| Weitou, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 0 | 0 | 0 | 0 |  |
| Wenzhou, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 320 | 400 | 400 | 506 |  |
| Wuhan, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 408 | 510 | 510 | 646 |  |
| Wuhu, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 320 | 400 | 400 | 506 |  |
| Xiamen, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 0 | 0 | 0 | 0 |  |
| Xiaolan, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 0 | 0 | 0 | 0 |  |
| Xingang, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 40 | 50 | 50 | 63 | R3 |
| Xinhui, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 0 | 0 | 0 | 0 |  |
| Yangon, Myanmar | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 400 | 500 | 500 | 633 |  |
| Yangpu, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 400 | 500 | 500 | 633 |  |
| Yangzhou, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 120 | 150 | 150 | 190 |  |
| Yantai, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 320 | 400 | 400 | 506 |  |
| Yantian, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 0 | 0 | 0 | 0 |  |
| Yichang, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 520 | 650 | 650 | 823 |  |
| Yingkou, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 0 | 0 | 0 | 0 |  |
| Yokkaichi, Japan | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 240 | 300 | 300 | 380 |  |
| Yokohama, Japan | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 200 | 250 | 250 | 317 |  |
| Zhangjiagang, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 120 | 150 | 150 | 190 |  |
| Zhanjiang, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 240 | 300 | 300 | 380 |  |
| Zhaoqing, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 200 | 250 | 250 | 317 |  |
| Zhapu, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 60 | 75 | 75 | 95 |  |
| Zhenjiang, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 440 | 550 | 550 | 696 |  |
| Zhongshan, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 144 | 180 | 180 | 228 |  |
| Zhuhai, China | Ningbo, China; Qingdao, China; Shanghai, China; Xiamen, China; Yantian, China | CY | GC;DG | 160 | 200 | 200 | 253 |  |

Note R1: Via USWC pod

Note R3: except LALB pod

Note R2: Via USEC pod

7. GOVERNING PUBLICATIONS AND TARIFFS OF GENERAL APPLICABILITY:

Governing publications listed below or subsequent publication that replaces any of the following:

General:
Organization Number Entity Name
 011398 Orient Overseas Container Line Limited
 024786 OOCL (Europe) Limited
 024803 Orient Overseas Container Line Limited; OOCL (Europe) Limited

 Essential Terms Tariff OOLL-005
 Bill of Lading Tariff OOLL-100
 Interchange Tariff OOLL-100
 Transpacific Trade: OOLL-100
 Transatlantic Trade: OOLL-100;102

8. GENERAL DATA PROTECTION REGULATION:

The parties agree to fully comply with General Data Protection Regulation 2016/679 ("GDPR") and any applicable data protection laws and be bound by the terms available at https://www.oocl.com/eng/resourcecenter/industrylinks/Documents/Framework(A)-Shipper.pdf ("Framework") under which the Shipper is the "data controller" and the Carrier is the "data processor" in respect of any personal data provided by the Shipper to the Carrier for the contract of carriage. The Shipper (i) authorises the Carrier to process any personal data provided to the Carrier or which is made available to the Carrier by the Shipper for the purposes of providing service under this contract of carriage and for other purposes including transferring personal data to competent bodies, courts or regulatory authorities, as may be requested; (ii) acknowledges and agrees that the Carrier may transfer the personal data to its affiliates, employees, agents, delegates, sub-processors or competent authorities and to a country outside of the European Economic Area and the United Kingdom in accordance with such latest applicable Standard Contractual Clauses as set out in the Framework and/or other available data transfer solutions.

Appendix B to Service Contract

|  |  |
| --- | --- |
| **Carrier: OOCL** | **Service Contract number: PE243104** |
| **Shipper:** | **Gemini Shippers Association** | **Essential Term number: PE243104** |
| **Amendment number: 1 May 01, 2024** |
| **Members/Affiliates Name** |
| ANDREW TEXTILES CORPORATION432 Park Avenue South 14th FloorNew York, New York 10016United States Acacia Home LLC57 Reade Street Ste 16ANew York, New York 10007United States Accessory Innovations, LLC34 West 33rd Street, Suite 600New York, New York 10001United States Allstar Marketing Group LLC2 Skyline DriveHawthorne, New York 10532United States Allstar Products Group LLC2 Skyline DriveHawthorne, New York 10532United States American Dar Inc7400 S Loomis BlvdChicago, Illinois 60636United States American Home Manufacturing, LLC302 Fifth AvenueNew York, New York 10001United States Ariat International1500 Alvarado Street Suite 100San Leandro, California 94577United States Ariat International, Inc.1500 Alvarado Street Suite 100San Leandro, California 94577United States BAUM BROS. IMPORTS, INC.432 Park Avenue South 14th FloorNew York, New York 10016United States Baby Lounge LLC3 West 35th Street 5th FloorNew York, New York 10001United States Big Country Toys4073 Meghan Beeler CourtSouth Bend, IndianaUnited States Briggs & Riley400 Wireless Blvd.Hauppauge, New York 11788United States Briggs & Riley Travelware, LLC400 Wireless Blvd.Hauppauge, New York 11787United States CROSSROADS432 Park Avenue South 14th FloorNew York, New York 10016United States Camerican International Inc.45 Eisenhower DriveParamus, New Jersey 07652United States Cold Heat Consumer Products LLC2 Skyline DriveHawthorne, New York 10532United States Concepts In Time, LLC45 West 36th StreetNew York, New York 10118United States Concepts Kids45 West 36th StreetNew York, New York 10018United States Concepts Watch Company, LLC45 West 36th StreetNew York, New York 10018United States Corinthian Inc41 Henson RoadCorinth, Mississippi 38834United States Crest Brands LLC3 West 35th Street 5th FloorNew York, New York 10001United States Crest Mills Group3 West 35th Street 5th FloorNew York, New York 10001United States Danzak, LTD.400 Wireless Blvd.Hauppauge, New York 11788United States Dark Horse Media, LLC10956 SE Main STMilwaukie, Oregon 97222United States Deko International Company Limited4283 Shoreline Dr.Earth City, Missouri 63045United States Dunston Leathers400 Wireless Blvd.Hauppauge, New York 11788United States DuraBrake Co. LLC4633 OLD IRONSIDES DR, Suite 101Santa Clara, California 95054United States EcoSentials, LLC126 N 3rd Street Suite 525Minneapolis, Minnesota 55401United States Essex Manufacturing, Inc432 Park Avenue South 14th FloorNew York, New York 10016United States FGX International, Inc.500 George WashingtonSmithfield, Rhode Island 02917United States G & W Kids, LLC500 7th Avenue, 7th floorNew York, New York 10018United States GW Kids, LLC500 7th Avenue, 7th floorNew York, New York 10018United States Global Gold, Inc.500 7th Avenue, 7th FloorNew York, New York 10018United States Golden Too, Inc.500 7th Avenue, 7th FloorNew York, New York 10018United States Golden Touch Holdings LLC500 7th Avenue 7th floorNew York, New York 10018United States Golden Touch Imports, Inc.500 7th Avenue, 7th floorNew York, New York 10018United States Homelegance Tx, Inc.6704 Brasada DriveHouston, Texas 77085United States Humanscale Corporation220 Circle Drive NorthPiscataway, New Jersey 08854United States Idea Nuova, Inc.302 Fifth AvenueNew York, New York 10001United States Innerwear Brands International Inc.45 West 36th StreetNew York, New York 10018United States Innovage, Inc.4490 Von Karman AvenueNewport Beach, California 92660United States J.F. Braun & Sons, Inc.265 Post Avenue, Suite 360Westbury, New York 11590United States J.F. Braun and Sons Inc.2 Slater Dr.Elizabeth, New Jersey 07206United States JBL Brands LLC3 West 35th Street 5th FloorNew York, New York 10001United States JBL Kitchen LLC3 West 35th Street 5th FloorNew York, New York 10001United States JBL Trading LLC3 West 35th Street 5th FloorNew York, New York 10001United States JM Promotions Inc2 Skyline DriveHawthorne, New York 10532United States Laird Plastics Inc.5800 E Campus Circle, Suite 150BIrving, Texas 75063United States Leisure Merchandising Corporation105 Northfield AvenueEdison, New Jersey 08837United States Lifeworks Technology530 7th AvenueNew York, New York 10018United States Lindstrom, LLC2950 100th Court N.E,Blaine, Minnesota 55449United States London Leather400 Wireless Blvd.Hauppauge, New York 11788United States MBI, INC.78 Technology Park DriveTorrington, Connecticut 06790United States MK Monomers LLC300 Kike DriveMillstone Township, New Jersey 08535United States Magnakron Corporation300 Kike DriveMillstone Township, New Jersey 08535United States Merchsource LLC7755 Irvine Center DriveIrvine, California 92618United States Mr. Bar-B-Q Products Llc10 Commerce Dr.Hauppauge, New York 11788United States Northland Fulfillment2 Skyline DriveHawthorne, New York 10532United States Ocean State Jobbers, Inc.375 Commerce Park RdNorth Kingstown, Rhode Island 02852United States Overland3130 Wilshire Blvd. Suite 555Santa Monica, California 90403United States Physician Laboratories Inc.9730 Research DriveIrvine, California 92618United States Planahead, LLC12100 Wilshire Blvd, Suite 1120Los Angeles, California 90025United States Planet Gold Clothing Company Inc.500 7th Avenue, 7th FloorNew York, New York 10018United States Port Plastics Inc.5800 E. Campus Circle, Suite 150B,Irving, Texas 75063United States Prime Line Packaging126 Corporate Blvd, Unit ISouth Plainfield, New Jersey 07080United States Prime Line Packaging by Vipac126 Corporate Blvd, Unit ISouth Plainfield, New Jersey 07080United States RHL Ventures, LLC210 W Crossroad SquareSalt Lake City, Utah 84115United States Round 2 LLC4073 Meghan Beeler CourtSouth Bend, Indiana 46628United States Sasha Accessories LLC500 7th Avenue 7th floorNew York, New York 10018United States Soho Home LLC515 W 20th Street Suite 5WNew York, New York 10011United States Solocases400 Wireless Blvd.Hauppauge, New York 11788United States Spectra Premium Mobility Solutions Canada Ltd.1421 Rue Ampere StreetBoucherville, Quebec J4B 5Z5Canada Stelfast Inc22979 Stelfast ParkwayStrongsville, Ohio 44149United States Story & Lee Furniture & Appliance2409 Hwy 43SLeoma, Tennessee 38468United States Streamline Art & Frame Inc.1040 Ronsa CourtMississauga, Ontario L4W 3Y4Canada Summit Retail Solutions, Inc.4490 Von Karman AvenueNewport Beach, California 92660United States The Bag Factory500 7th Avenue, 7th floorNew York, New York 10018United States The Lovesac Company2 Landmark Square Suite 300Stamford, Connecticut 06901United States Topsville, LLC500 7th Avenue, 7th FloorNew York, New York 10018United States Travelpro Products Inc.6500 Park of Commerce Blvd.Boca Raton, Florida 33487United States USL Shanghai Limited400 Wireless Blvd.Hauppauge, New York 11788United States United States Luggage Company, LLC400 Wireless Blvd.Hauppauge, New York 11787United States United States Luggage Shanghai Ltd.400 Wireless Blvd.Hauppauge, New York 11788United States Vipac126 Corporate Blvd, Unit ISouth Plainfield, New Jersey 07080United States Vipac Inc126 Corporate Blvd, Unit ISouth Plainfield, New Jersey 07080United States Vornado Air, LLC4490 Von Karman AvenueNewport Beach, California 92660United States Vornado Air, LLC7755 Irvine Center DriveIrvine, California 92618United States W Appliance Company LLC1356 Broadway 6th FloorNew York, New York 10018United States Wireless Express Inc57 North MallPlainview, New York 11803United States Zogo LLC126 N 3rd Street Suite 525Minneapolis, Minnesota 55401United States  |
|  |

**GEOGRAPHIC TERMS**

Asia/Indian Sub-Continents/Middle East To United States

 HKG : Hong Kong, Hong Kong, China
 LALB : Long Beach, CA; Los Angeles, CA
 VTN : Vung Tau, Vietnam

Asia/Indian Sub-Continents/Middle East To United States Via Canada Ports

 HKG : Hong Kong, Hong Kong, China

Origin Arbitrary Table for Asia/Indian Sub-Continents/Middle East To United States

 BANG : Chattogram, Bangladesh
 CAM : Sihanoukville, Cambodia
 KEELUNG : Keelung, Taiwan; Taoyuan, Taiwan; Wutu, Taiwan
 SIN : Singapore, Singapore
 SLK : Colombo, Sri Lanka
 VTN : Vung Tau, Vietnam

**LEGEND**

**Bold:** additions

Underline: changes

~~Strikethrough:~~ deletions