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

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** | **Louisville, KY** | **YY** | **LALB** | **GC;DG** |  | **3699** | **4149** | **4078** | **5252** |  **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)

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.

**GEOGRAPHIC TERMS**

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

 HKG : Hong Kong, Hong Kong, China
 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.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|

|  |  |
| --- | --- |
|   |   |
| (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:  | 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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