

ZIM/CSCL SLOT CHARTER AGREEMENT

A SPACE CHARTER AGREEMENT

FMC Agreement No. 217-011689-010
(3rd Edition)

EFFECTIVE DATE: MARCH 31, 2000

EXPIRATION DATE: NONE.

5. Containers and Cargo

The Shipping Party will be allowed to ship only dry-cargo Containers, reefers and empty Containers meeting the definition mentioned in Clause 2 hereof. Loaded Containers shall be in a seaworthy condition, containing lawful merchandise of any kind, including IMO cargo, properly packed and secured. Containers not meeting the above criteria may be refused for carriage. Notwithstanding the above, explosives and radioactive material shall not be accepted by the Loading Party.

6. Schedules

Each Party shall be allowed to utilize Slots available on each other's service and Vessels according to their respective schedules and schedule arrangements.

Either Party may permanently changes its schedule, ports of call, rotation and Vessels at any time, at its sole discretion, (provided this change does not materially change its service, in which case Clause 13 shall apply) by giving the other Party sixty (60) days' written notice of such change. The other Party has in such case the right to revise the Slot commitment in accordance with allocation/performance within the affected ports.

7. Term of the Agreement

This Agreement shall commence not later than March 19, 2002, subject to FMC approval and shall remain in force indefinitely. ~~for a period of 3 years from March 19, 2002 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall remain in effect for an additional two (2) years. Either Party may terminate the Agreement by giving 6 months prior written notice to this effect, provided that no such termination shall come into effect prior to March 19, 2007 unless otherwise mutually agreed by the Parties. If upon expiration of this Agreement in accordance with this Article 7, the Parties have not performed an equal number of voyages hereunder then, unless the Parties mutually agree otherwise, the term of this Agreement shall be automatically extended for the period of time necessary to enable the Party that has performed fewer voyages to perform additional voyages so as to equalize the number of voyages performed by both Parties hereunder.~~