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FEDERAL MARITIME COMMISSION

HAPAG-LLOYD/ZIM MEDITERRANEAN  
SLOT EXCHANGE AGREEMENT

A Slot Exchange Agreement

FMC Agreement No. 011929

Expiration Date: None

This Agreement has not been published previously.



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ARTICLE 1: NAME OF THE AGREEMENT

The name of this agreement is the Hapag-Lloyd/ZIM Mediterranean Slot Exchange Agreement (the "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of the Agreement is to authorise the Parties to exchange slots in the Trade (as hereinafter defined).

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement are as follows:

Hapag Lloyd Container Linie GmbH ("HL")

Address: Ballindamm 25,  
20095 Hamburg, Germany

ZIM Integrated Shipping Services, Ltd. ("ZIM")

Address: 9 Andrei Sakharov Street  
"Matam" – Scientific Industries Center  
P.O.B. 1723  
Haifa, 31016  
Israel

HL and ZIM are sometimes referred to individually as a "Party" and jointly as the "Parties."

ARTICLE 4: GEOGRAPHIC SCOPE

The scope of the Agreement shall be the trade between ports in Israel, Italy, Spain, Malta and Greece, on the one hand, and ports on the US Atlantic and Gulf Coasts, on the other hand (the "Trade").

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ARTICLE 5: OVERVIEW OF AGREEMENT AUTHORITY

5.1. Slot Exchange

(a) ZIM shall receive slots for 130 TEUs (or 1400 tons, whichever comes first) on each sailing of HL's MGX service for the transportation of cargo in the Trade. ZIM shall not be entitled to load cargo to/from Mexico and/or Puerto Rico on the MGX service.

(b) HL shall receive slots for 130 TEUs (or 1400 tons, whichever comes first) on each sailing of ZIM's ZCS service for the transportation of cargo in the Trade, of which a maximum of 75 TEUs may be used to load cargo moving to/from Israel. HL shall not be entitled to load cargo moving between Halifax and/or Kingston and Mediterranean ports on the ZCS service.

(c) The Parties are authorized to adjust the foregoing allocations up or down by up to 30% without further amendment to this Agreement. The Parties are authorized to buy/sell additional slots from/to one another on an *ad hoc* basis, subject to space availability.

(d) The Parties may use slots made available to them under this Agreement to transport transshipment cargo that moving from origins and/or to destinations beyond the geographic scope of this Agreement.

5.2. Vessel Schedules

Each Party shall keep the other Party advised of its vessel scheduling, and shall provide not less than sixty (60) days advance written notice of any permanent change in port calls or port rotation.

5.3. Terminals and Stevedores

The Parties are authorized to discuss and agree on the joint and/or individual negotiation of appropriate contracts with terminal operators and stevedores, and to reach agreement on other issues relating to the loading and/or discharge of cargo, such as overtime and stand-by time.

5.4 Operational and Administrative Matters

The Parties are authorized to discuss and agree on routine matters such as cargo claims and other liabilities, indemnifications, general average, a cross charter party, joint working procedures, standards for containers and for the acceptance of breakbulk, oversized and dangerous cargo, and other operational/administrative issues to implement the terms hereof. All decisions require agreement by both Parties.

5.5 Further Agreements

Pursuant to 46 C.F.R. §535.408(b), any further agreement between the Parties, other than those concerning routine operational and administrative matters, will not be implemented unless such agreement has been filed and become effective under the Shipping Act of 1984, as amended.

ARTICLE 6: ADMINISTRATION AND DELEGATION OF AUTHORITY

6.1 This Agreement shall be administered and implemented by meetings, decisions, memoranda and communications between the Parties.

6.2 The following individuals shall have the authority to file this Agreement and any modifications thereto with the Federal Maritime

Commission, as well as the authority to delegate same:

- (a) Any authorised officer of each of the Parties; and
- (b) Legal counsel for each of the Parties.

ARTICLE 7: EFFECTIVENESS, DURATION AND TERMINATION

7.1 This Agreement will take effect when effective in accordance with the provisions of the Shipping Act of 1984, as amended, and will be implemented from the first sailing due to commence loading thereafter.

7.2 The Agreement will continue indefinitely but any Party may withdraw from this Agreement by giving 6 months' notice of withdrawal; provided, however, that such notice may not be given before 18 months after the start of the service, to come into effect no earlier than 24 months after the start date of the Agreement set forth in Article 7.1 above.

7.3 Notwithstanding Articles 7.1 and 7.2 above, if at any time during the term of the Agreement there shall be a change in the control or a material change in the ownership of a Party and the other Party is of the opinion arrived at in good faith that such change is likely to materially prejudice the cohesion or viability of the Agreement, then the other Party may within three months of the coming into effect of such change terminate the Agreement on not less than three months written notice.

7.4 Notwithstanding Articles 7.1 and 7.2 above, if at any time during the term of the Agreement a Party should become bankrupt or declare insolvency or have a receiving order made against it, suspend payments, or continue its business under a receiver for the benefit of any of

its creditors, or if a petition is presented or a meeting convened for the purpose of considering a resolution, or other steps are taken, for the winding-up of the Party (otherwise than for the purposes of and followed by a resolution previously approved in writing by the other Party), or any event similar to any of the above shall occur under the laws of the Party's country of incorporation, then the other Party may terminate the Agreement with immediate effect.

ARTICLE 8: ASSIGNMENT

Neither Party may assign all or part of its rights and obligations under this Agreement without the written consent of the other Party.

ARTICLE 9: LAW AND ARBITRATION

9.1 This Agreement shall be governed by and construed in accordance with the laws of England; provided, however, that nothing herein shall relieve the Parties of their obligation to comply with the U.S. Shipping Act of 1984, as amended.

9.2 All disputes or differences arising under this Agreement which cannot be amicably resolved shall be referred to arbitration in England in accordance with the Arbitration Act 1996 together with LMAA (London Maritime Arbitration Association) terms.

9.3 The Parties to agree to appoint a single/sole arbitrator, having appropriate commercial and consortia experience, within 21 days of any Party seeking an appointment. If any Party should so request, a panel of three arbitrators shall be appointed. Should there be no agreement on the

appointment within the said 21 days, then the LMAA President will appoint a single/sole arbitrator (or a panel of three arbitrators, as appropriate) at the request of any Party.

9.4 The Parties further agree:-

(a) Where the amount in dispute is US\$ 200,000 or less, the arbitration will proceed on a documents and written submission basis only. However, oral evidence will be allowed exceptionally and at the discretion of the arbitrator(s).

(b) Any awards given under this Article 9 in respect of any dispute or difference relating to trade lanes to or from Europe shall be notified to the European Commission.

ARTICLE 10:        Force Majeure

10.1 In such circumstances as the event of war, whether declared or not, hostilities or the imminence thereof, act of public enemies, arrest or restraint of princes, rulers or people, or compliance with any compulsorily applicable law or governmental directive, boycott against flag, political ban or other events which render the Agreement wholly or substantially impracticable, the Agreement shall not thereby be terminated, but (subject always to the provisions of Article 7 hereof) the performance thereof shall be suspended (in whole or in part as appropriate) until such time as the performance thereof is again practicable, without prejudice to any rights, liabilities and obligations accrued at the date of suspension. Should the Agreement be wholly suspended for a period exceeding six (6) calendar

months from the date of commencement of such suspension the Agreement shall terminate.

10.2 In the event that a Party considers that any cause, happening or event not within its control substantially impairs its ability to enjoy its rights or carry out its obligations under this Agreement then, at its request, the Parties shall meet together with all reasonable dispatch in order to consider such adjustment of the terms hereof as may be mutually acceptable.

ARTICLE 11:        LANGUAGE

This Agreement and all notices, communications or other writing shall be in the English language and no Party shall have any obligation to translate such matter into any other language. The wording in the English language shall prevail.

ARTICLE 12:        NOTICES

Any notice or other communication which one Party hereto may require to give or to make to the other under the Agreement shall, unless otherwise specifically provided herein, be written in English and sent by mail or facsimile with copy by mail, to the points of entry and addresses of the other Party as designated from time to time.

ARTICLE 13:        ENFORCEABILITY

If any provisions of any clause in the Agreement, as presently stated or later amended or adopted, shall be held to be invalid, illegal or unenforceable in any jurisdiction in which this Agreement is operational then this Agreement shall be invalid only to the extent of such invalidity,

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illegality or unenforceability and no further. All remaining provisions hereof shall remain binding and enforceable.

ARTICLE 14:        DISCLAIMER OF PARTNERSHIP

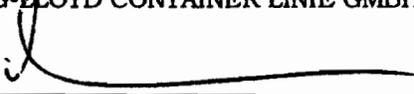
This Agreement is not intended to create a partnership or joint liability under any jurisdiction.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be  
executed by their duly authorized representatives as of this 28 day of  
December, 2005.

HAPAG-LOYD CONTAINER LINIE GMBH

By: 

Name: CLAUS C. MOHRMANN

Title: DIRECTOR

ZIM INTEGRATED SHIPPING  
SERVICES, LTD.

By: \_\_\_\_\_

Name:

Title: