

ARTICLE 5: AGREEMENT AUTHORITY

5.1 MSC shall charter, on a used/unused basis, space for 100 ~~200~~ TEUs or 1,100 ~~2,200~~ tonnes (whichever is used first) per vessel voyage leg to YML on each weekly sailing of MSC's vessels in the Trade on such terms and conditions (including slot charter hire) as the Parties may from time to time agree. Such space shall include the use of up to ten (10) reefer plugs. Subject to space availability, YML may purchase additional slots from MSC on such terms and conditions as the Parties may from time to time agree. MSC shall be entitled to use any slots not used by YML without compensation to YML, but YML's full slot allocation shall always be available to it at every port at which it is entitled to load cargo.

5.2 YML shall be entitled to load cargo at/for the following ports of call: Valencia, Naples, La Spezia, New York, Norfolk, Charleston. In the event MSC's vessels call at ports other than the foregoing, YML shall not have the right to load and/or discharge cargo at those other ports unless otherwise agreed in writing. MSC shall give YML not less than fifteen (15) days advance written notice of any permanent change in the geographic scope or rotation of its service and, in the event of such a change, the Parties shall meet to agree on any necessary amendments to this Agreement.

5.3 YML shall not sub-charter any of the space made available to it hereunder to any third party ocean common carrier without the prior written consent of MSC.

5.4 The Parties are authorized to discuss and agree upon the joint and/or individual negotiation of appropriate contracts with terminal operators and stevedores,