FMC Agreement No.: 011223-012 Effective Date: Saturday, January 13, 1996
Downloaded from www.FMC.GOV on Thursday, April 27, 2017

relevant provisions. No Party will incur a penalty or obligation under this Agreement for deviating from the revenue policy objective described in Appendix C, as the same may be modified from time to time.

5.10 (a) Without limitation of the authority herein, the Parties are authorized to discuss, consider, exchange information and data, negotiate, reach agreement or consensus upon and, as provided herein, to establish, implement and maintain, jointly or individually, transportation ratemaking policies, practices and guidelines, including those relating to all aspects of the separate tariffs and service contracts of each of the Parties and of conferences and other agreements effective under the Shipping Act of 1984 in which one or more Parties may participate, applicable to transportation of cargo in the Trade and to services provided in connection therewith. Such ratemaking practices include implementation of specific rates, charges and conditions, and adjustments thereof, and/or differentials among Parties' rate levels, applicable to certain cargo or pursuant to particular service contracts, existing or proposed.

EFFECTIVE
Dec. 13, 1995
~~DEC 1 8 1995~~
UNDER THE
SHIPPING ACT
OF 1984
Federal Maritime Commission

(b) Nothing in this Agreement may be construed as obligating any Party to adhere, other than voluntarily, to any uniform rates, charges, service items, rules, practices or other actions taken hereunder, or as limiting a Party's right independently to continue or make changes in its tariffs, service

FMC Agreement No.: 011223-012 Effective Date: Saturday, January 13, 1996
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

contracts, rules and practices. This Agreement does not authorize any common tariffs. The Parties will, to the extent required by law or as determined by each of them, publish and file their own separate tariffs and service contracts, and/or will participate in the separate tariffs and service contracts of conferences and other authorities effective in the Trade.

5.11 On or before 30 days following each six-month period after the Effective Date of this Agreement, or such other period as may be agreed by the Parties and accepted by the FMC (for example, to conform to the Accounting Periods then in effect), the Chairman, Secretariat, counsel to the Agreement or other designee of the Parties will file a report with the FMC as described in Appendix D to this Agreement.

5.12 This Agreement does not authorize the Parties to engage in conduct prohibited by the Shipping Act of 1984.

5.13 (a) The Parties are authorized to transmit to and exchange with the Asia North America Eastbound Rate Agreement, FMC No. 202-010776, the Japan-Atlantic and Gulf Freight Conference, FMC No. 202-003103, and the Transpacific Freight Conference of Japan, FMC No. 202-000150 (collectively, "Conferences"), and some or all of the members of any of such

FMC Agreement No.: 011223-012 Effective Date: Saturday, January 13, 1996
Downloaded from www.FMC.GOV on Thursday, April 27, 2017

APPENDIX A

PARTIES TO AGREEMENT

American President Lines, Ltd.
1111 Broadway
Oakland, CA 94607

Evergreen Marine Corp. (Taiwan) Ltd.
166, Section 2, Minsheng East Road
Taipei, Taiwan 104
Republic of China

Hanjin Shipping Co., Ltd.
25-11, Yoido-Dong, Youngdeungpo-Ku
Seoul, Korea

Hapag-Lloyd Aktiengesellschaft
Ballindamm 25
2000 Hamburg 1
Germany

Hyundai Merchant Marine Co., Ltd.
4 - 10th Floor, Mukyo Hyundai Building
89, Mukyo-Dong, Chung-Ku
Seoul, Korea

Kawasaki Kisen Kaisha, Ltd.
Hibiya Central Building
2-9, Nishi-Shinbashi 1-Chome,
Minato-ku, Tokyo 105
Japan

A.P. Moller - Maersk Line
50, Esplanaden
DK-1098 Copenhagen K
Denmark

Mitsui O.S.K. Lines, Ltd.
1-1, Toranomon 2-Chome
Minato-ku, Tokyo 105-91
Japan

FMC Agreement No.: 011223-012 Effective Date: Saturday, January 13, 1996
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

APPENDIX A (Cont'd.)

Nedlloyd Lines B.V.
40, Boompjes
3011XB Rotterdam
The Netherlands

Neptune Orient Lines, Ltd.
456 Alexandra Road
No. 06-00 NOL Building
Singapore 0511
Republic of Singapore

Nippon Yusen Kaisha
Yusen Building
3-2, Marunouchi 2-Chome
Chiyoda-ku, Tokyo 100-91
Japan

Orient Overseas Container Line, Inc.
31st Floor, Harbor Center
25, Harbor Road
Wanchai, Hong Kong

Sea-Land Service, Inc.
6000 Carnegie Boulevard
Charlotte, NC 28209

Yangming Marine Transport Corp.
4th Floor, 53 Hwai Ning Street
Taipei, Taiwan 10037
Republic of China

FMC Agreement No.: 011223-012 Effective Date: Saturday, January 13, 1996
Downloaded from www.FMC.GOV on Thursday, April 27, 2017

203-011223-012 ORIGINAL

AMENDMENT OF
FMC AGREEMENT NO. 203-011223

RECEIVED
'95 NOV 29

WHEREAS, the Parties have decided to amend the Transpacific Stabilization Agreement, FMC No. 203-011223, as amended previously (the "Agreement"), for the purposes of (a) clarifying the existing rate discussion authority and (b) updating the principal office addresses of two Parties;

NOW, THEREFORE, in accordance with Article 8 of the Agreement, the Parties have taken action as reflected by Revised Page Nos. 10a, 11, 26 and 27 of the Agreement which are attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this amendment of the Agreement to be executed on their behalf by their duly authorized representative.

TRANSPACIFIC STABILIZATION AGREEMENT
American President Lines, Ltd.
Evergreen Marine Corp. (Taiwan) Ltd.
Hanjin Shipping Co., Ltd.
Hapag-Lloyd Aktiengesellschaft
Hyundai Merchant Marine Co., Ltd.
Kawasaki Kisen Kaisha, Ltd.
A.P. Moller - Maersk Line
Mitsui O.S.K. Lines, Ltd.
Nedlloyd Lines B.V.
Neptune Orient Lines, Ltd.
Nippon Yusen Kaisha
Orient Overseas Container Line, Inc.
Sea-Land Service, Inc.
Yangming Marine Transport Corp.

By: Robert A. Peavy
Name: Robert A. Peavy
Title: Counsel to the Agreement
(Pursuant to authorization under subarticle 6.9)

Date Signed: November 29, 1995