Original Title Page

MSC/CMA CGM

KINGSTON-MOBILE SPACE CHARTER AGREEMENT

A Space Charter Agreement

FMC Agreement No. 012434

Expiration Date: None

FMC Agreement No.: 012434 Effective Date: Wednesday, August 3, 2016
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MSC/CMA CGM
KINGSTON-MOBILE SPACE
CHARTER AGREEMENT
FMC No._____

TABLE OF CONTENTS

ARTICLE 1: FULL NAME OF THE AGREEMENT	1
ARTICLE 2: PURPOSE OF THE AGREEMENT	1
ARTICLE 3: PARTIES TO THE AGREEMENT	1
ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT	1
ARTICLE 5: AGREEMENT AUTHORITY	2
ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATION OF AUTHORITY	4
ARTICLE 7: MEMBERSHIP AND RESIGNATION	4
ARTICLE 8: VOTING	5
ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT	5
ARTICLE 10: GOVERNING LAW AND JURISDICTION	6
ARTICLE 11: ASSIGNMENT	6
ARTICLE 12: NOTICES	6
ARTICLE 13: SEVERABILITY	7
ARTICLE 14: COUNTERPARTS	7

FMC Agreement No.: 012434 Effective Date: Wednesday, August 3, 2016
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CF

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ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the MSC/CMA CGM Kingston-Mobile Space Charter Agreement (hereinafter referred to as the "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize MSC to charter space to CMA CGM in the Trade (as hereinafter defined).

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter "Party" or "Parties") are:

1. MSC Mediterranean Shipping Company S.A. ("MSC")
   12-14 Chemin Rieu
   1208 Geneva
   Switzerland

2. CMA CGM S.A. ("CMA CGM")
   4 Quai d'Arenc,
   13235 Marseille Cedex 02,
   France

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement shall cover the trade from Kingston, Jamaica to Mobile, AL (the "Trade"). For the avoidance of doubt, CMA CGM may use its allocation for transshipment cargo originating in or destined to countries outside the scope of this Agreement.

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FMC Agreement No.: 012434 Effective Date: Wednesday, August 3, 2016
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ARTICLE 5: AGREEMENT AUTHORITY

5.1 MSC shall charter to CMA CGM, and CMA CGM shall purchase from MSC, on a used only and on FIOS (Free In and Out Stowed) basis, up to thirty (30) TEUs/420 metric tons (whichever is used first) on each weekly sailing of MSC's Gulf Feeder Service in the Trade. Without further amendment, the foregoing allocations may be adjusted up or down by up to fifty percent (50%) subject to Parties' mutual agreement. The foregoing allocation shall include five (5) reefer plugs. MSC shall provide slots and guarantee the availability of such space or weight to CMA CGM. The Parties are authorized to discuss and agree on the terms and conditions applicable to the sale and purchase of space, including the amount of slot charter hire and charge (if any) for use of reefer plugs. Additional slots may be chartered to CMA CGM on an *ad hoc* basis, subject to space availability.

5.2 (a) CMA CGM shall not sub-charter or otherwise sell any space received hereunder to any ocean common carrier, except its affiliates previously disclosed to MSC, without the prior written consent of MSC.

(b) Dangerous goods and out-of-gauge cargo will be accepted, subject to MSC's prior approval and on such other terms as may be agreed by the Parties from time to time.

5.3 The Parties are authorized to discuss and agree on matters relating to terminal operators and stevedores, and to reach agreement on other issues relating to

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the loading and/or discharge of cargo.

5.4 The Parties agree to comply with all applicable laws, rules, regulations, directives, or orders issued by any authorities that have jurisdiction in relation to the Trade and this Agreement. A Party in breach of such mandatorily applicable laws and regulations shall indemnify and hold the other Party harmless to the full extent of any loss, damage, cost, expense and liability, including reasonable attorneys' fees and court costs and direct loss of profits (a) for any failure of the breaching Party to comply with such laws and regulations including, but not limited to, those of the United States (including those applicable to exports); (b) for any failure of the other Party to comply with such laws and regulations based on its reliance on certifications provided by the breaching Party; and (c) for any false statements or material omissions by the breaching Party with respect thereto, including without limitation export classification and country of origin of items procured by the other Parties under this Agreement.

5.5 The Parties are authorized to discuss and agree upon such general administrative matters and other terms and conditions concerning the implementation of this Agreement as may be necessary or convenient from time to time, including, but not limited to, performance procedures and penalties; port omission arrangements; stowage planning; record-keeping; responsibility for loss of or damage to cargo and/or containers; insurance; the handling and resolution of claims and other liabilities; indemnification; documentation and bills of lading; the treatment of hazardous and

FMC Agreement No.: 012434 Effective Date: Wednesday, August 3, 2016
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

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dangerous cargoes; and the monitoring and handling of and responsibility for reefer containers.

5.6 Pursuant to 46 C.F.R. § 535.408(b), any further agreement contemplated herein cannot go into effect unless filed and effective under the Shipping Act of 1984, as amended, except to the extent that such agreement concerns routine operational or administrative matters.

5.7 Each Party shall retain its separate identity and shall have separate sales, pricing and marketing functions. Each Party shall issue its own bills of lading and handle its own claims. Nothing in this Agreement shall give rise to or be construed as constituting a partnership for any purpose or extent and, unless otherwise agreed, neither Party shall be deemed to be the agent of the other.

5.8 The Parties shall both be signatory to the Agreement to Voluntarily Participate in Customs-Trade Partnership Against Terrorism ("C-TPAT Agreement") and agree to develop and Implement a verifiable, documented program to enhance security procedures throughout their respective portions of the supply chain process, as described in the C-TPAT Agreement.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

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

FMC Agreement No.: 012434 Effective Date: Wednesday, August 3, 2016
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6.2 The following individuals shall have the authority to file this Agreement with the Federal Maritime Commission as well as the authority to delegate same:

(a) any authorized officer of each of the Parties; and

(b) legal counsel for each of the Parties.

ARTICLE 7: MEMBERSHIP AND RESIGNATION

7.1 New Parties to this Agreement may be added only upon unanimous consent. The addition of any new Party to this Agreement shall become effective after an amendment noticing its admission has been filed with the Federal Maritime Commission and become effective under the Shipping Act of 1984, as amended.

7.2 Any Party may withdraw from this Agreement in accordance with the provisions of Article 9 hereof.

ARTICLE 8: VOTING

Except as otherwise provided herein, actions taken pursuant to, or any amendment of, this Agreement shall be by mutual consent of the Parties.

ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT

9.1 (a) This Agreement shall enter into effect on the date it becomes effective under the Shipping Act of 1984, as amended, and shall commence as of that date or

FMC Agreement No.: 012434 Effective Date: Wednesday, August 3, 2016
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such later date as the Parties may agree.

(b) The Agreement shall remain in effect indefinitely, and either party may resign from the Agreement upon not less than sixty (60) days prior written notice to the other party.

9.2 The termination of the Agreement shall not affect any existing or accrued rights as at the date of termination and shall not relieve MSC of the obligation to deliver CMA CGM cargo that is on board MSC vessels at the time of termination.

ARTICLE 10: GOVERNING LAW AND JURISDICTION

10.1 This Agreement shall be governed by and construed in accordance with English law except that nothing shall relieve the Parties of their obligation to comply with the Shipping Act of 1984, as amended.

10.2 (a) All disputes or differences arising out of or in connection with or under this Agreement which cannot be amicably resolved shall be referred to the jurisdiction of High Court of Justice in London.

(b) Either Party may at any time call for mediation of a dispute under the auspices of the LMAA. Unless agreed such mediation shall not otherwise interfere with or affect anything else including the time bars and Court procedure. If a Party calls for mediation and such is refused, the Party calling for mediation shall be

FMC Agreement No.: 012434 Effective Date: Wednesday, August 3, 2016
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entitled to bring that refusal to the attention of the Court.

ARTICLE 11: ASSIGNMENT

Neither Party shall be entitled to assign or transfer its rights or obligations under this Agreement, except with the other Party's consent.

ARTICLE 12: NOTICES

Any correspondence or notices hereunder shall be made by mail or by E mail with copy by mail to the following addresses:

CMA CGM:

CMA CGM
4 Quai d'Arenc
13235 Marseille Cedex 02
France
Attn: Gregory Fourcin
E-mail: ho.gfourcin@cma-cgm.com

MSC:

MSC Mediterranean Shipping Company S.A
12-14 Chemin Rieu
1208 Geneva, Switzerland
Attn: A. Fusillo
E-mail: alfonso.fusillo@msc.com

ARTICLE 13: SEVERABILITY

If at any time during the performance of this Agreement any provision hereof is held to be invalid, illegal or unenforceable in any jurisdiction in which this Agreement is operational then the said provision shall cease to have effect between the Parties but only to the extent of such invalidity, illegality or unenforceability and no further. All remaining provisions hereof shall remain binding and enforceable.

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ARTICLE 14: COUNTERPARTS

This Agreement and any amendment hereto may be executed in multiple counterparts. Each counterpart shall be deemed an original, but all together shall constitute one and the same agreement.

FMC Agreement No.: 012434 Effective Date: Wednesday, August 3, 2016
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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 31 day of July, 2016.

MSC Mediterranean Shipping Company S.A.	CMA CGM
By: _____	By: _____
Name: _____	Name: Fourlin Gregory
Title: _____	Title: Vice President Latin America & Caribbean Lines

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of this 31 day of July, 2016.

MSC Mediterranean Shipping Company S.A.	CMA CGM
By: A. Fusillo	By:_____
Name: _____	Name:_____
Title: SVP.	Title:_____

FMC Agreement No.: 012434 Effective Date: Wednesday, August 3, 2016
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