NAME: INTERNATIONAL VESSEL OPERATORS HAZARDOUS MATERIALS DANGEROUS GOODS ASSOCIATION AGREEMENT

FMC NO.: 203-011290
(23rd Edition)

CLASSIFICATION: COOPERATIVE WORKING AGREEMENT

EXPIRATION DATE: NONE

Restatement of Agreement
# International Vessel Operators

**Hazardous Material Dangerous Goods Association Agreement**

FMC Agreement No. 203-011290-026039  
(23d Edition)

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ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the International Vessel Operators Hazardous Materials-Dangerous Goods Association Agreement ("Agreement").

ARTICLE 2: PURPOSE OF AGREEMENT

The purpose of this Agreement is to form an association to advocate common positions before governmental and other bodies, and to discuss, evaluate and reach agreement with respect to matters pertaining to all-water and intermodal transport of hazardous cargoes in the U.S. trades for purposes of promoting safe, consistent and cost beneficial transport of such cargoes.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to this Agreement are listed in Appendix A hereto.

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement covers the trades between all United States ports, and all U.S. points served via those ports, (including, without limitation, ports and points in Puerto Rico and U.S. territories and possessions), and ports and points in all other countries worldwide (hereinafter the "Trade").
ARTICLE 5: AGREEMENT AUTHORITY

5.1 Under this Agreement, the parties are authorized, but not required, to discuss and agree upon all matters relating to the handling and transportation of hazardous cargoes, including:

(a) Positions to be taken in submissions to and proceedings before governmental agencies, departments, legislative bodies, and tribunals, as well as trade associations, international bodies and organizations;
(b) Uniform or differential transportation procedures, requirements, standards, conditions, classifications, rules, and practices in the Trade pertaining to the acceptance, refusal, handling, documentation, transfer, loading, unloading, storage, ocean and/or inland transportation, interchange, and delivery of hazardous cargoes, whether moving under through bill of lading or otherwise, by direct service or transshipment, and whether moving under tariffs, service contracts or otherwise; and
(c) Uniform or differential procedures, requirements, standards, conditions, classifications, rules and practices relating to the purchase, lease, acceptance, refusal, use, handling, documentation, interchange, transfer, loading, unloading, storage and transport of
intermodal and other equipment, including without
limitation, dry containers, tank containers, bolsters,
tanks, and chassis.

5.2 The parties may exchange information, statistics,
reports, studies and other data pertaining to matters within the
scope of Article 5.1.

5.3 Any agreement reached on items subject to tariff
filing pursuant to Section 8(a) of the Shipping Act of 1984, as
amended, shall be a matter of voluntary adherence by each party,
and nothing in this Agreement shall bind any party hereto to any
such agreement or prevent any party from departing from such
agreement at any time upon written notice to the Agreement;
provided, however, that nothing herein shall authorize the
parties to agree upon rates to be offered to shippers.

5.4 The parties may agree upon any routine
administrative matters relating to the operation or
implementation of this Agreement. The parties shall allocate
costs incurred hereunder and pay their respective shares thereof
in a timely manner.

5.5 For purposes hereof, references to "hazardous
cargoes" shall mean cargoes subject to regulation pursuant to the
U.S. Hazardous Materials Transportation Act (or government
regulations promulgated pursuant thereto) or the International
ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

6.1 From time to time, the parties shall designate an Executive Committee consisting of a chairman, vice chairman, and secretary and a five-person Executive Committee from among the secretary-treasurer, the immediate past chairman, and two additional members. The Chairman shall officiate at full meetings of the parties and the Executive Committee. The Chairman and Vice Chairman shall be authorized to carry out the decisions of the parties. The Executive Committee shall make recommendations to the parties on administrative and organizational matters. The Executive Committee may appoint a General Manager to act as administrator of the Agreement.

6.2 Agreement counsel (including attorneys with Counsel's law firm) shall have the authority to execute and file this Agreement, any modifications to this Agreement, and any forms in support of the foregoing on behalf of the parties, upon appropriate vote taken by the parties.

ARTICLE 7: MEMBERSHIP, WITHDRAWAL AND EXPULSION

7.1 Full Membership - Any ocean common carrier in the Trade is eligible for full membership in this Agreement upon execution of a counterpart hereof, provided that said carrier will not become a party to this Agreement until an amendment to this Agreement providing for such membership is effective pursuant to
the Shipping Act of 1984, as amended. Any ocean common carrier companies which are under common control may join this Agreement and shall be treated as a single party for purposes of voting and payment of dues and costs.

7.2 Associate Membership -- Any interested company or organization that is not an ocean common carrier in the Trade may become an associate member by majority vote of the full members and upon execution of a counterpart hereof, provided that said company or organization will not become a party to this Agreement until an amendment to this Agreement providing for such associate membership is effective pursuant to the Shipping Act of 1984, as amended. Associate members shall be deemed to be parties hereunder for all purposes with the exception of Article 8, Voting.

7.3 Withdrawal - Any party may withdraw from this Agreement at any time by prior written notice to the Agreement.

7.4 Expulsion - A party may be expelled from this Agreement for material breach of this Agreement or failure to maintain an ocean common carrier service in the Trade.

ARTICLE 8: VOTING

8.1 Except as provided for in Article 8.2, any consensus or agreement reached by the parties shall be a matter of voluntary adherence by those parties choosing to so agree.

8.2 The following matters shall be subject to binding vote
of the parties: (a) membership, expulsion from membership and
termination of this Agreement; (b) administrative
matters, including allocation of expenses, appointment of chairman
and committees, and scheduling of meetings; and (c) amendments to
this Agreement. Action on such matters shall require a three
quarters vote of the parties present; provided, that an amendment
adding new members or deleting withdrawing members may also be
authorized by majority vote of the Executive Committee. Voting
may also take place through telex, telephone, telefax or e-mail polls.

8.3 Quorum at full meetings of the Agreement shall require
the presence of one third of the parties (either directly or
through proxy.)

8.4 At least seven days written notice shall be
given to the parties of meetings of the Agreement unless waived
by three quarters of the parties entitled to vote.

8.5 The parties may appoint committees from time to time to
review and make recommendations to the Agreement on any matters
within the scope of the Agreement.

ARTICLE 9: DURATION AND TERMINATION OF THE AGREEMENT

This Agreement shall continue in effect indefinitely, and
the parties may terminate the Agreement at any time.
Appendix A - Parties to the Agreement

APL Co. PTE LTD.
1111 Broadway
Oakland, CA 94607

Atlantic Container Line AB
Atlantic House
Herbert Walker Avenue
Southampton S09 1HA, England

Crowley Maritime Corporation
Lake Merritt Towers
155 Grand Avenue
Oakland, California 94612

Consisting of the following common carriers, to be treated as a single Party pursuant to Article 7.1 of the Agreement:

Crowley Towing & Transportation Co.
Crowley Liner Services, Inc.
Crowley Marine Services, Inc.

Horizon Lines, LLC
2101 Rexford Road
Suite 350
Charlotte, NC 28211
(an associate member pursuant to Article 7.2)
Appendix A - Parties to the Agreement (continued)

CMA-CGM-SA
s/o CMA-CGM America Inc.
5701 Lake Wright Drive
Norfolk, VA 23502-1868

COSCO Container Lines, Inc., Company Limited
100 Lighting Way
Seabrook, NJ 07764
6/F CHT Tower Terminal
8 East Container Road Port South
Kwai Chung
NT
Hong Kong

Evergreen Marine Corporation (Taiwan), Ltd.
(name changes to Evergreen Line Joint Service Agreement, FMC No. 011982 ("ELJSA") effective May 1, 2007)
Evergreen Building
No. 168, Sec. 1, Hsin-Nan Rd., Sung Chang Road
Lienhu Hsien, Taoyuan Hsien, 222, Taipei, Taiwan

Hamburg Sudamerikanische
Dampfschifffahrts-Gesellschaft KG
59 Willy Brandt Strasse
20457 Hamburg
Germany

Hapag-Lloyd AG
Ballindamm 25
20095 Hamburg
Germany

Hyundai Merchant Marine Co., Ltd.
879 W. 190th Street, 7th Floor
Gardena, California 90248

Independent Container Line Ltd.
5060 Commerce Road
Richmond, Virginia 23234

Kawasaki Kisen Kaisha Ltd.
Hibiya Central Bldg., 2-9,
Nishi-Shinbashi 1-Chome
Minato-ku, Tokyo 105, Japan
Appendix A - Parties to the Agreement (continued)

Maruba SCA  
c/o Pablo Rossi, Operations Mgr.  
Suite 220  
100 W. Broadway  
Long Beach, CA 90802

Matson Navigation Company  
555 12th Street  
Oakland, CA 94607

Mitsui O.S.K. Lines, Ltd.  
Minato-Ku  
Toyko 105-91, Japan

A.P. MOLLER-MAERSK A/S trading under the name MAERSK LINE  
Esplanaden 50  
DK - 1098 Copenhagen, Denmark

National Shipping Co. of Saudi Arabia  
401 East Pratt Street  
2639th Floor  
World Trade Center  
Baltimore, MD 21202

Nippon Yusen Kaisha Line  
CPO Box 1250  
Tokyo 100-91, Japan

Orient Overseas Container Line Limited  
Harbour Centre, 31st Floor  
25 Harbour Road  
Wanchai, Hong Kong
Appendix A -- Parties to the Agreement (continued)

Safmarine Container Lines
465 South Street
Morristown, NJ 07962-1961

Senator Lines GmbH
Martinistrasse 62-66
D-2800 Bremen 1, Germany
(an associate member pursuant to Article 7.2)

Tropical Shipping & Construction Co., Ltd.
821 Avenue “E”
Riviera Beach, FL 33404-7598

Zim Integrated Shipping Services, Ltd.
9 Andrei Sakharov Street
"Matam" - Scientific Industries Center
P.O. Box 1723
Haifa, 31016 Israel

Marine Transport Management, Inc., a Crowley company
C901 9th Floor
1200 Harbor Blvd.
Weehawken, NJ 07087-0901
(an associate member pursuant to Article 7.2)

Bermuda Container Line
One Gateway Center
Newark, NJ 07102

United Arab Shipping Co.—S.A.C.
511 South Avenue
Cranford, NJ 07016
International Vessel Operators
Hazardous Material/Dangerous Goods
Association Agreement
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Aliança Navegacao E Logistica Ltda.
465 South Street
Morristown, NJ 07960

China Shipping Container Lines Co., Ltd.
100 Plaza Drive
Secaucus, NJ 07094

Hanjin Shipping Co., Ltd.
80 E Route 4
Paraus, NJ 07652

Seaboard Marine Ltd.
1630 Port Boulevard
Miami, FL 33132

Yang Ming Marine Transport Corp.
c/o Solar International Shipping Agency, Inc.
525 Washington Blvd., 25th Floor
Jersey City, NJ 07310