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Article 1. Name

This Agreement shall be known as the Wallenius Wilhelmsen Logistics Ocean AS / Liberty Global Logistics LLC Space Charter Agreement (the “Agreement”).

Article 2. Purpose

The purpose of this Agreement is to authorize the parties to charter space to/from one another on their respective vessels in the Trade (as hereinafter defined).

Article 3. Parties

The parties to this Agreement are:

1. Wallenius Wilhelmsen Logistics Ocean AS (“WWL WWOcean”)
   Strandvejen, Strandvejen 20, Box 33, Lysaker 1366
   P.O. Box 33, N-1324 Lysaker, Norway
   Norway

2. Liberty Global Logistics LLC (“Liberty”)
   1979 Marcus Avenue, Suite 200
   Lake Success, New York 11042

Wallenius Wilhelmsen Logistics Ocean and Liberty are hereinafter referred to jointly as the “Parties” and individually as a “Party”.

Article 4. Geographic Scope

This Agreement covers the trade between a place in the United States and a place in a foreign country (the “Trade”).
Article 5

5.1 The Parties are authorized to charter space for the carriage of vehicles and other RoRo cargo to/from one another in the Trade on an "as needs available" basis, up to the full reach of a vessel, on vessels owned or chartered by them on such terms and conditions as the Parties may agree from time to time. To facilitate efficient operations under this Agreement, the Parties may agree upon space requirements and the availability of space on their vessels, the timing of the provision of space, and the booking and payment terms and conditions. The Parties may discuss and agree upon arrangements for the use of terminals in connection with the chartering of space hereunder, including entering into exclusive, preferential, or cooperative working arrangements with marine terminal operators. However, nothing in this Agreement authorizes the Parties to jointly operate a marine terminal in the United States.

5.2 Compensation for any space chartered pursuant to this Agreement shall be upon such terms and at such hire (expressed as a fixed sum) as the Parties may agree from time to time. Billing and payment terms and conditions shall also be as agreed between the Parties from time to time.

5.3 The Parties are authorized to discuss and agree upon arrangements for the availability of space on their vessels, the timing of the provision of space, and the booking and payment terms and conditions for the use or interchange of equipment useful in the carriage of cargo in the Trade covered by this Agreement.

5.4 The Parties are authorized to exchange information on any matter within the scope of this Agreement and to reach agreement on any administrative or operational functions related thereto, including but not limited to, forecasting, terminal operations, stowage planning, insurance, and other administrative matters. However, nothing in this Agreement authorizes the Parties to jointly operate a marine terminal in the United States.

5.5 The Parties are authorized to enter into agreements concerning routine operational or administrative matters to implement the foregoing. Any such further agreement shall be subject to the Shipping Act of 1984, as amended, and not exempt from filing under 46 C.F.R. §535.408 (a) unless specifically agreed by the Parties.
5.6 Each Party shall conduct its own separate marketing and sales activities, shall issue its own bills of lading, and, unless otherwise agreed, handle its own claims.

Article 6. Administration and Delegations of Authority

6.1 This Agreement shall be administered and implemented by such meetings, decisions, memoranda, and communications between any authorized representatives of the Parties to enable them to effectuate the purposes of this Agreement.

6.2 The following individuals shall have the authority to file this Agreement and any modification to this Agreement with the Federal Maritime Commission, as well as the authority to delegate the same:

(a) Any authorized officer or representative of each of the Parties; or

(b) Legal counsel for either of the Parties.

Article 7. Membership and Withdrawal

7.1 New parties to this Agreement may be added only upon the unanimous consent of the Parties. 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 to this Agreement may withdraw from this Agreement upon ninety (90) days advance written notice to the other Party or Parties, such notice to be sent to the address set forth in Article 3 hereof.

7.3 The Parties will promptly notify the Federal Maritime Commission of any withdrawal pursuant to this Article or of the termination of the Agreement.

Article 8. Voting

Actions taken pursuant to, or any amendments or modifications to, this Agreement shall be by unanimous consent of the Parties.
Article 9. Effective Date, Duration and Termination

9.1 This Agreement shall go into effect on the date it becomes effective under the Shipping Act of 1984, as amended.

9.2 This Agreement shall remain in effect until terminated by unanimous consent of the Parties or until, if the membership consists of two Parties only, withdrawal by a Party leaves a single Party as the sole member.

Article 10. Applicable Law

The interpretation, construction and enforcement of this Agreement shall be governed by the laws of the State of New York, United States of America, provided, however, that nothing contained herein shall relieve the Parties of their respective obligations to comply with the United States Shipping Act of 1984, as amended.