

NAME: MOL/ VOLKSWAGEN KONZERNLOGISTIK GMBH & CO.
OHG / SPACE CHARTER AGREEMENT

FMC NO: 012359

CLASSIFICATION: SPACE CHARTER AGREEMENT

EXPIRATION DATE: NONE

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ARTICLE 1: FULL NAME OF AGREEMENT

The full name of this Agreement is the MOL/ Volkswagen Konzernlogistik GmbH & Co. OHG Space Charter Agreement (“the Agreement”).

ARTICLE 2: PURPOSE OF AGREEMENT

The purpose of this Agreement is to authorize Volkswagen Konzernlogistik GmbH & Co. OHG to charter space from MOL on its ro-ro vessels and to authorize the parties to reach related cooperative working arrangements in connection with the carriage of vehicles and other Ro-Ro cargo on terms and conditions agreed among the parties in the trades defined in Article 4 of this Agreement.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to this Agreement are:

- (1) MITSUI O.S.K. LINES LTD.
1-1, TORANOMON 2-CHOME
MINATO-KU
105-0001 TOKYO JAPAN
(hereafter “MOL”)
- (2) VOLKSWAGEN KONZERNLOGISTIK GMBH & CO. OHG
HESSLINGER STRASSE 12
38440 WOLFSBURG
GERMANY
(hereafter “VW-KL”)

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement shall cover the Trade between ports and points in any foreign country and ports and points in the United States, on the one hand, and Trade between ports and points in the United states and ports and points in any foreign country, on the other hand (hereinafter referred to as the “Trade”). The scope of this agreement is for transportation of vehicles and other ro-ro cargo.

ARTICLE 5:OVERVIEW OF AGREEMENT AUTHORITY

MOL is authorized to charter space to VW-KL in the Agreement Trade on an “as needed/as available” and as agreed in implementing agreements from time to time basis, on vessels owned, chartered, or managed by it, on such terms and conditions as the parties may agree from time to time.

To facilitate efficient operations under this Agreement, the parties may discuss and agree upon their space requirements and the availability of such space in vessels owned, chartered, or managed by MOL for VW-KL shipments, and administrative/operational matters relating to the provision of such space. Compensation for any space chartered pursuant to this Agreement shall be upon such terms and at such prices as the parties may from time to time agree. Billing and payment terms and conditions shall also be as agreed between the parties from time to time.

5.1 The parties are authorized to 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 and any person relating to marine terminal, stevedoring or other shore side services. Nothing herein, however, shall authorize the parties jointly to operate a marine terminal in the United States.

5.2 The parties are authorized to exchange information on any matter within the scope of this Agreement and to reach agreement on any and all administrative and operational functions related hereto including, but not limited to, forecasting, terminal operations, stowage planning, insurance, liability, cargo claims, indemnities, the terms of their respective bills of lading, failure to perform and force majeure.

5.3 The parties are authorized to enter into agreements concerning routine operational or administrative matters to implement the foregoing. Any further agreement which does not concern routine operational or administrative matters cannot go into effect unless filed and effective under the Shipping Act of 1984, as amended.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATION OF AUTHORITY

The following shall have the authority to amend this Agreement and any modification hereto and to delegate same:

- (a) any authorized officer or official of each party;
- (b) legal counsel for each party.

ARTICLE 7: MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

Any party hereto may resign upon not less than thirty (30) days' advance written notice to the other parties.

ARTICLE 8: VOTING

Not applicable.

ARTICLE 9: DURATION AND TERMINATION OF THE AGREEMENT

This Agreement shall take effect on the date it becomes effective under the Shipping Act of 1984, as amended and shall remain in effect until it is terminated by mutual agreement of the parties or until all but one of the parties resigns pursuant to Article 7 hereof. The foregoing is without prejudice to any party's remedies for breach of the Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of this 9 day of August, 2017.

Volkswagen Konzernlogistik GmbH & Co. OHG

By:  

Name: D. Saba A. Torar

Title: i.v. i.A.

mitsui o.s.k. lines ltd.

By: 

Name: Eric Jeffrey

Title: Legal Counsel

