

**BEFORE THE
FEDERAL MARITIME COMMISSION**

OJ COMMERCE, LLC,

Complainant,

DOCKET NO. 21-11

v.

HAMBURG SÜDAMERIKANISCHE
DAMPFSCHIFFFAHRTS-GESELLSCHAFT A/S & CO KG

and

HAMBURG SUD NORTH AMERICA, INC.,

Respondents.

**COMPLAINANT OJ COMMERCE, LLC'S MOTION FOR LEAVE TO FILE
VERIFIED AMENDED COMPLAINT AGAINST RESPONDENTS AND
MEMORANDUM OF LAW RELATED THERETO**

Complainant OJ Commerce, LLC ("OJC" or "Complainant"), by and through its undersigned counsel, hereby moves pursuant to Rule 66 of the Federal Maritime Commission's (the "Commission") Rules of Practice and Procedure (the "Rules"), 46 C.F.R. § 502.66, for permission from the Presiding Officer for leave to file its Verified Amended Complaint against Respondents. The proposed Verified Amended Complaint is being submitted to the Secretary of the Commission for filing simultaneously with this motion.

The amendment, filed 15 days after Respondents' Partial Answer, provides additional factual bases regarding (i) the Commission's jurisdiction over Hamburg Sud North America, Inc. ("Hamburg NA"), (ii) Respondents' violation of 46 U.S.C. §§ 41102(b)(2) due to their systematic failure to operate pursuant to the parties' service contract, (iii) Respondents' refusal to deal or

negotiate with Complainant when they refused to renew the parties' service contract, (iv) Respondents' unfair and unreasonable discriminatory practices related to the ports identified in the parties' service contract, and (v) Respondents' retaliating against Complainant by refusing, and threatening to refuse, cargo space accommodations when available, and resorting to unfair or unjust discriminatory methods against Complainant, because Complainant had threatened to file a complaint with the FMC over Respondents violations of the Shipping Act. Complainant's request for leave to amend is being brought promptly at the outset of the case before any discovery has been conducted and before a discovery schedule has been set or even proposed. As such, there has been no undue prejudice to Respondents. Complainant's motion should be granted.

MEET AND CONFER CERTIFICATION

Pursuant to § 502.71(a), Complainant's counsel met and conferred with Respondents' counsel on February 1, 2022 via teleconference about the Verified Amended Complaint, the draft of which was provided to counsel before the teleconference, and this Motion for Leave to Amend. When asked whether Respondents would oppose the motion to leave to file the Verified Amended Complaint, Respondents stated that they would oppose it, because Complainant allegedly delayed in filing the claims contained in it, and the proceeding would be "complicated" by the amendment. Respondents provided no other basis to oppose the filing of the Verified Amended Complaint.

LEGAL STANDARD

Rule 66(a) of the Rules, 46 C.F.R. § 502.66(a), provides:

Amendments or supplements to any pleading (complaint, Order of Investigation and Hearing, counterclaim, crossclaim, third-party complaint, and answers thereto) will be permitted or rejected, either in the discretion of the Commission or presiding officer. No amendment will be allowed that would broaden the issues, without opportunity to reply to such amended pleading and to prepare for the broadened issues. The presiding officer may direct a party to state its case more fully and in more detail by way of amendment.

The Rules do not specify criteria for permitting or rejecting proposed amended pleadings, but Rule 12, 46 C.F.R. § 502.12, provides that “[i]n proceedings under this part, for situations which are not covered by a specific Commission rule, the Federal Rules of Civil Procedure will be followed to the extent that they are consistent with sound administrative practice.” Fed. R. Civ. P. 15(a)(2) provides that the court – here, the Presiding Officer – “should freely give leave [to amend a pleading] when justice so requires.” See *Dennis v. Dillard Dept. Stores, Inc.*, 207 F.3d 523, 525 (8th Cir. 2000) (“The Federal Rules of Civil Procedure liberally permit amendments to pleadings.”); see also *Foman v. Davis*, 371 U.S. 178, 182 (1962) (“Rule 15(a) declares that leave to amend ‘shall be freely given when justice so requires’; this mandate is to be heeded.”); *Buder v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 644 F.2d 690, 694 (8th Cir. 1981) (same). “The policy behind Fed. R. Civ. P. 15(a) is to freely allow amendments unless the rights of the adverse party would be unduly prejudiced.” *Thompson v. New York Life Ins. Co.*, 644 F.2d 439, 444 (5th Cir. 1981). “Where the facts on which a previously unasserted claim is based are all known or available to all parties, there is no prejudice in allowing an amended complaint.” *Buder*, 644 F.2d at 694.

ARGUMENT

I. The amendments are timely and will not unduly prejudice Respondents.

Respondents object to the filing of the Verified Amended Complaint because, according to them, they will be prejudiced by its filing and this proceeding will be “complicated.” There is no factual or legal basis for Respondents’ objection. Complainant brought its motion to amend less than two months after its original complaint was filed, let alone served. Indeed, Respondents only filed their Partial Answer 15 days ago. Complainant’s amendments are being brought before the Commission before any discovery schedule has been set or even proposed, and before any

discovery has taken place. Thus, in compliance with 46 C.F.R. § 502.66(a), there is ample opportunity – indeed the entire proceeding – for Respondents to reply to Complainant’s amended pleading and to prepare for the amended issues. *Compare Bamm, Inc. v. GAF Corp.*, 651 F.2d 389, 391-92 (5th Cir. 1981) (reversing denial of leave to amend because the appellate court was “unable to perceive undue prejudice” to the defendant in allowing plaintiff’s assertion of two new claims even after partial summary judgment was granted because discovery had not been completed at the time the filing of leave to amend) *with Frappier v. Countrywide Home Loans, Inc.*, 750 F.3d 91, 95-96 (1st Cir. 2014) (affirming denial of motion to amend because “the amendment would unduly prejudice” defendant as “the proposed amendment came over two years after the initial complaint was filed and a year after the district court ruled on the summary judgment motions” and would require the re-opening of discovery); *see also F.D.I.C. v. Conner*, 20 F.3d 1376, 1386 (5th Cir. 1994) (reversing denial of motion to amend because it was “presumptively timely” as it was filed “over a year before the date on which amended pleadings were due and discovery was scheduled to be completed” and “the defendants have not alleged that the amendment will interfere with their ability to present any evidence or defenses ... and thus, [they] could not have been unduly prejudiced”).

Moreover, there can be no argument that Complainant acted in bad faith or with dilatory motive. Indeed, the additional facts included in the Verified Amended Complaint are well known to Respondents, as they solely relate to the parties’ business relationship during 2020-2021.¹ As a result, Complainant’s amendment will not unduly prejudice Respondents. *Buder*, 644 F.2d at 694 (“Where the facts on which a previously unasserted claim is based are all known or available

¹ This amendment, which is being filed less than three years after the alleged causes of action accrued, is also timely under 46 U.S.C. § 41301(a).

to all parties, there is no prejudice in allowing an amended complaint.”). And as this is Complainant’s first proposed amendment, there is no repeated failure to cure deficiencies. *Thompson*, 644 F.2d at 444 (Rule 15(a) policy to freely allow amendments is “certainly strongest where the motion challenged is the first motion to amend”). Complainant’s timely motion for leave to amend should be granted.

II. The amendments also address the alleged deficiencies raised in Respondents’ motion to dismiss and/or for summary judgment.

In their motion to dismiss and/or for summary judgment, Respondents raised three arguments: (1) Hamburg NA is not a common carrier or a marine terminal operator therefore a Section 41102(c) was improper against it; (2) the facts as alleged did not show that the claimed acts occurred on a normal, customary, or continuous basis; and (3) Complainant’s allegations regarding transporting property do not fall under Section 41102(c). All these alleged issues are addressed in and rendered moot by the Verified Amended Complaint.

As to issue No. 1 above, Respondents contend that because – according solely to them – Hamburg NA is not a “marine terminal operator” or a common carrier, Complainant’s Section 41102(c) claim against Hamburg NA must be dismissed. What Respondents fail to mention is that an “ocean transportation intermediary” may also be held liable for Section 41102(c) violations. *See* 46 U.S.C. §§ 41102(c) (“A common carrier, marine terminal operator, **or ocean transportation intermediary** may not fail to establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property.” (emphasis added)). “The term ‘ocean transportation intermediary’ means an ocean freight forwarder or a non-vessel-operating common carrier.” 46 USC § 40102(20). Indeed, Hamburg NA admits that it “act[s] as the general agent of its ocean common carrier parent, [Hamburg Germany].” Affidavit of Michael Gast, Jr., ¶ 3. Respondents adeptly make no mention

of Hamburg NA not being an “ocean freight forwarder or a non-vessel-operating common carrier,” because they can’t. In its Verified Amended Complaint, Complainant identifies Hamburg NA as the ocean freight forwarder that it is. *See* Verified Amended Complaint, ¶¶ 3, 7. Moreover, the FMC also has personal jurisdiction over Hamburg NA as it is a “person” subject to regulation by the FMC based on its acts in conjunction with Hamburg Germany in violation of 46 U.S.C. §§ 41102(b)(2), 41104(a)(3), 41104(a)(5), 41104(a)(9), and 41104(a)(10). *See* Verified Amended Complaint, ¶¶ 3, 7.

As to issue No. 2 raised by Respondents, Complainant added more detail and dates of Respondents’ “repeated” – as alleged in the original complaint – refusal over the course of 10 months to operate in accordance with the parties’ service contract on a normal, customary, and continuous basis. *See* Verified Amended Complaint, ¶¶ 31, 55. As a result, Complainant does not allege breaches of contract, but instead violations of the Shipping Act, and thus “the existence of a service contract would not be grounds to dismiss the proceeding where Shipping Act violations are alleged.” *Marine Transp. Logistics, Inc. v. CMA-CGM (America) LLC*, Dkt. No. 18-07, 2019 WL 5206007, at *7 (FMC ALJ Oct. 8, 2019) (rejecting similar arguments about breach of contract to those made by Respondents, denying the motion to dismiss, and granting leave to file amended complaint).

Regarding issue No. 3 raised by Respondents, in its Verified Amended Complaint, Complainant amended the source of its claim for Respondents’ repeated failure over the course of 10 months – including several dates specifically identified – to Section 41102(b)(2), instead of 41102(c). *See, e.g.*, Verified Amended Complaint, ¶ 31. Under Section 41102(b)(2), “[a] person may not operate under an agreement required to be filed under section 40302 or 40305 of this title if— (2) the operation is not in accordance with the terms of the agreement or any modifications to

the agreement made by the Federal Maritime Commission.” The parties’ service contract is an agreement required to be filed under section 40302(a), as it is an “ocean common carrier agreement,” as defined by section 40301(a). *See* Exhibit A to the Verified Amended Complaint, ¶ 9 (“This Contract shall be subject to the U.S. Shipping Act of 1984, as amended”); *see also* Verified Amended Complaint, ¶ 26. Complainant has alleged facts concerning Respondents’ failures to operate under the parties’ service contract, in violation of Section 41102(b)(2), on a normal, customary, and continuous basis, *see* Verified Amended Complaint, ¶¶ 31, 55, and therefore, Respondents’ argument as to the claim being improperly alleged under 41102(c) is moot. *Cf. Griggs v. Hinds Junior College*, 563 F.2d 179, 180 (5th Cir. 1977) (reversing denial of leave to amend, holding that “[g]ranted leave to amend is especially appropriate, in cases such as this, when the trial court has dismissed the complaint for failure to state a claim”).

III. The Verified Amended Complaint also alleges facts concerning additional claims based on Respondents’ failures to comply with the Shipping Act.

Complainant also included additional a claim under section 41104(a)(3) for Respondents refusing, and threatening to refuse, cargo space accommodations when available because Complainant had threatened to file a complaint with the FMC over Respondents violations of the Shipping Act. *See, e.g.*, Verified Amended Complaint, ¶¶ 10, 33, 39, 40, 44, 45, 56, 61. Additionally, Complainant included another claim under section 41104(a)(3) for Respondents resorting to unfair and unjustly discriminatory methods against Complainant because Complainant had threatened to file a complaint with the FMC over Respondents violations of the Shipping Act. *See, e.g.*, Verified Amended Complaint, ¶¶ 11, 33, 39, 40, 44, 45, 56. Also included are claims related to (i) Respondents’ conduct during the course of providing service to Complainant pursuant to the parties’ service contract, which was continuous and ongoing until expiration of the service contract, constituted an unfair and unjustly discriminatory practice against Complainant in the

matter of rates or charges with respect to the ports identified in the service contracts, in violation of 46 U.S.C. Section 41104(a)(5), and (ii) Respondents' conduct the course of providing service to Complainant pursuant to the parties' service contract, which was continuous and ongoing until the contract expired on May 31, 2021, gave undue and unreasonable preference and advantage to shippers other than Complainant and imposed an undue and unreasonable prejudice and disadvantage to Complainant with respect to the ports identified in the parties' service contract, in violation of 46 U.S.C. Section 41104(a)(9). *See, e.g.*, Verified Amended Complaint, ¶¶ 12, 13, 20, 34, 35, 36, 37, 38, 45, 57, 58. And finally, the Verified Amended Complaint includes allegations concerning Respondents' unreasonable refusal to deal or negotiate, a renewal of their service contract with Complainant, in violation of 46 U.S.C. § 41104(a)(10). *See, e.g.*, Verified Amended Complaint, ¶¶ 14, 39, 40, 41, 42, 43, 44, 45, 59, 61.

CONCLUSION

Complainant's requested amendment is timely as it is being sought prior to any discovery, alleges violations of the Shipping Act, and addresses Respondents' arguments about the original complaint. Moreover, Respondents will not be unduly prejudiced by the amendment given all the facts are known to them, as they relate to the parties' business relationship, and they have the entire discovery period during which to prepare for the amended issues. Therefore, Complainant respectfully moves the Presiding Officer for an order permitting Complainant to file its Verified Amended Complaint filed with this motion. Complainant also requests that Respondents' motion to dismiss and/or for summary judgment be denied as moot and grant such further relief that the Commission deems just and proper.

Dated: February 2, 2022

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon Respondents' counsel of record, Wayne R. Rohde at wrohde@cozen.com and Kathryn Sobotta at ksobotta@cozen.com, by emailing a copy to each such person.

Dated: February 2, 2022

By: /s/ Aaron W. Davis
Aaron W. Davis

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RESPONDENTS.

VERIFIED AMENDED COMPLAINT

Complainant OJ Commerce, LLC (“Complainant” or “OJC”), by its undersigned attorneys, files this Verified Amended Complaint against Respondents herein, alleging violation of the Shipping Act of 1984, 46 U.S.C. § 40101, *et. seq.* (the “Shipping Act”) as follows:

I. COMPLAINANT

1. Complainant OJC is a limited liability company organized and existing under the law of the State of Delaware, with a principal place of business at 3076 N. Commerce Parkway, Miramar, Florida 33025.

II. RESPONDENTS

2. HAMBURG SÜDAMERIKANISCHE DAMPFSCIFFFAHRTS-GESELLSCHAFT A/S & CO KG (“Hamburg Germany”) is a corporation organized and existing under the laws of Germany, with a principal place of business at Willy-Brandt-Str. 59-65, 20457 Hamburg, Germany. Hamburg Germany is and was at all times relevant to this Complaint a common carrier within the meaning of the Shipping Act, 46 U.S.C. § 40102(7), subject to regulation by the Federal Maritime Commission (“FMC”).

3. HAMBURG SUD NORTH AMERICA, INC. (“Hamburg NA”) is a corporation organized and existing under the laws of the State of Delaware, with a principal place of business at 465 South Street F 3 STE 300, Morristown, New Jersey 07960, having its registered agent as THE CORPORATION TRUST COMPANY, located at CORPORATION TRUST CENTER 1209 ORANGE ST, WILMINGTON, DE 19801. Hamburg NA is and was at all times relevant to this Complaint and an Agent of Hamburg Germany and an ocean transportation intermediary (“OTI”) within the meaning of the Shipping Act, 46 U.S.C. § 40102(20), subject to regulation by the FMC. Hamburg NA is also a person subject to regulation by the FMC based on its acts in conjunction with Hamburg Germany in violation of 46 U.S.C. §§ 41102(b)(2), 41104(a)(3), 41104(a)(5), 41104(a)(9), and 41104(a)(10).

III. JURISDICTION

4. The FMC has subject-matter jurisdiction over this Complaint pursuant to the Shipping Act of 1984.

5. This Complaint is being filed pursuant to Section 11(a) of the Shipping Act, 46 U.S.C. § 41301. Complainant is seeking reparations under 46 U.S.C. § 41305 for injuries caused to it by Respondents due to their violations of 46 U.S.C. §§ 41102(b)(2), 41102(c), 41104(a)(3),

41104(a)(5), 41104(a)(9), and 41104(a)(10). Complainant also seeks additional amounts of twice the amount of the actual injury under 46 U.S.C. § 41305(c) for Respondents' violations of 46 U.S.C. §§ 41102(b)(2) and 41104(a)(3).

6. The FMC has personal jurisdiction over Hamburg Germany as a "common carrier" as defined in 46 U.S.C. § 40102(7).

7. The FMC has personal jurisdiction over Hamburg NA as an Agent of Hamburg Germany and as an OTI as defined in 46 U.S.C. § 40102(20). The FMC also has personal jurisdiction over Hamburg NA as it is a person subject to regulation by the FMC based on its acts in conjunction with Hamburg Germany in violation of 46 U.S.C. §§ 41102(b)(2), 41104(a)(3), 41104(a)(5), 41104(a)(9), and 41104(a)(10).

8. Respondents violated 46 U.S.C. § 41102(b)(2) because their operation under the parties' agreement was not in accordance with that agreement.

9. Respondents' actions and omissions alleged herein constitute failures by each Respondent to establish, observe, and enforce just and reasonable practices relating to receiving, handling, storing, and delivering the property of OJC, in violation of 46 U.S.C. § 41102(c) and 46 C.F.R. §§ 545.4 and 545.5.

10. Respondents' actions and omissions alleged herein also constitute their retaliating against Complainant, in violation of 46 U.S.C. § 41104(a)(3), by refusing, and threatening to refuse, cargo space accommodations when available because Complainant threatened to file a complaint with the FMC over Respondents violations of the Shipping Act.

11. Respondents' actions and omissions alleged herein also constitute, in violation of 46 U.S.C. § 41104(a)(3), their resorting to unfair and unjustly discriminatory methods against

Complainant because Complainant threatened to file a complaint with the FMC over Respondents violations of the Shipping Act.

12. Respondents' conduct during the course of providing service to Complainant pursuant to the parties' service contract, which was continuous and ongoing until expiration of the service contract, constituted an unfair and unjustly discriminatory practice against Complainant in the matter of rates or charges with respect to the ports identified in the service contracts, in violation of 46 U.S.C. Section 41104(a)(5).

13. Respondents' conduct the course of providing service to Complainant pursuant to the parties' service contract, which was continuous and ongoing until the contract expired on May 31, 2021, gave undue and unreasonable preference and advantage to shippers other than Complainant and imposed an undue and unreasonable prejudice and disadvantage to Complainant with respect to the ports identified in the parties' service contract, in violation of 46 U.S.C. Section 41104(a)(9).

14. Respondents' actions and omissions alleged herein also constitute, in violation of 46 U.S.C. § 41104(a)(10), their unreasonable refusal to deal or negotiate a renewal of their service contract with Complainant because Complainant had threatened to file a complaint with the FMC over Respondents' violations of the Shipping Act.

IV. FACTUAL ALLEGATIONS

15. Both Hamburg entities are owned by Maersk A/S, *see* Docket No. 21-11, Affidavit of Michael Gast, Jr., filed January 18, 2022, one of the two largest shipping container lines in the world. Maersk's profits for 2021 exceeded its profits for the **past nine years combined**. *See* <https://www.usfunds.com/resource/bad-news-is-good-news-for-container-shipping-investors/> (accessed February 2, 2022).

16. In years past, Complainant had secured the bulk of its ocean freight via service contracts with Respondents and other ocean carriers. Such contracts specify a minimum quantity commitment (“MQC”) for cargo to be shipped and set forth pricing for port-to-port lanes, and/or port-to-door, subject to the service commitment.

17. Once the COVID-19 pandemic began, however, global ocean carriers, including Respondents, began taking actions to exploit ocean carriage pricing and engage in unprecedented profiteering at the expense of shippers, including Complainant, and the public. This has led to record profits for the shipping companies, including Maersk, and has greatly contributed to rapid inflation and a global supply chain crisis in the past two years. The shipping industry’s, including Maersk’s, outrageous profits during that time and the negative effect on the United States’ (and the world’s) economy has been widely covered by the media: *See, e.g.*, <https://thehill.com/business-a-lobbying/592397-shipping-giants-under-fire-for-record-profits-fees-as-pandemic-continues>¹ (“Many highly-profitable industries are using the pandemic as an excuse to gouge consumers or tack on sky-high fees, and the shipping industry is no exception” ... “Despite shattering previous profit records last year, big shippers are trying to convince Congress that their abusively high fees are essential even as they fan the flames of inflation.” ... “Denmark-based carrier Maersk expects to report \$24 billion in 2021 earnings before taxes and depreciation, triple its 2020 haul.” ... “The Biden administration, meanwhile, has emboldened the FMC to go after anticompetitive shipping practices through executive action. The White House in November said that the agency can challenge antitrust agreements if they ‘produce an unreasonable reduction in transportation service or an unreasonable increase in transportation

¹ All weblinks in this document were accessed on February 2, 2022.

cost or ... substantially lessen competition.”);

<https://www.randomlengthsnews.com/archives/2022/01/12/profitteering-shipping-companies/37537?v=7516fd43adaa> (“The multi-billion-dollar foreign container shipping industry has profited mightily during the pandemic and the ensuing supply chain crisis. Those of us who work in the U.S. supply chain have seen up close how they have secured a vice grip on the national economy — impacting businesses, consumers, and workers for the sake of overseas profits. ... Industry leader Maersk, for example, is set to make Danish history as it matches its combined earnings from the past nine years with earnings of \$16.2 billion for 2021 (up from a projected \$3 billion at the start of the year.”);

<https://www.cnn.com/2021/11/02/business/maersk-record-profit-supply-chain-chaos/index.html>

(“Maersk, the world's largest container shipping company, predicts that global supply chain chaos will continue into next year. That could benefit the company, which just reported its best quarter in 117 years.”); <https://www.bloomberg.com/news/features/2022-01-18/supply-chain-crisis-helped-shipping-companies-reap-150-billion-in-2021>

(“‘They exploit our desperation’: Small businesses and consumers are paying for sky-high freight costs as cargo giants mint profits.”); <https://www.bloomberg.com/opinion/articles/2021-08-19/container-shipping-is-making-a-killing-this-year-but-will-we-have-christmas>

(“Container lines are making oodles of money from their customers’ misery. ... Cancelled or delayed voyages, high freight rates and congestion surcharges are angering customers and triggering complaints of profiteering.”); *see also*

<https://www.freightwaves.com/news/fmc-onboard-for-bidens-ocean-carrier-crackdown>

(“[T]hree global ocean carrier alliances now control more than 80% of the container market.

‘That concentration has contributed to a spike in shipping costs and fees during the pandemic.

The executive order calls on the Federal Maritime Commission to crack down on unjust and

unreasonable fees and work with the Justice Department to investigate and punish anticompetitive conduct.” .. “Excessive fees charged to U.S. importers and exporters for failing to expeditiously move containers off docks and container terminals – known as detention and demurrage – “is a huge issue we’re working on and it’s important to get to the bottom of it because it’s unfair to shippers,” [Federal Maritime Commission Chairman Daniel] Maffei said. “If those practices are abused it tends to decrease capacity, which makes things worse,” article citing to Executive Order on Promoting Competition in the American Economy, <https://www.whitehouse.gov/briefing-room/presidential-actions/2021/07/09/executive-order-on-promoting-competition-in-the-american-economy/>); <https://container-news.com/yang-ming-boss-claims-taiwanese-carriers-could-earn-more-than-banks-in-2021/> (“Taiwanese carriers could earn more than [Taiwanese] banks in 2021”); <https://theloadstar.com/market-distortions-make-mockery-of-free-market-container-shipping/>; <https://www-freightwaves-com.cdn.ampproject.org/c/s/www.freightwaves.com/news/container-shipping-has-greatest-quarter-ever-and-theres-more-to-come/amp>.

18. In 2020 and 2021, Respondents engaged in a variety of unjust and unreasonable practices with respect to Complainant’s cargo. Instead of honoring the commitments in its service contracts with Complainant, Respondent began a practice of systematically failing to meet its quantity and price commitments to Complainant. As a result, Complainant was forced to obtain space on the spot market at enormous expense or forgo making shipments of goods to the United States altogether.

19. Respondents’ unreasonable practices coincided with an unprecedented increase in spot market pricing for ocean freight. Respondents sought to take advantage of unprecedented high pricing by forcing shippers with service contracts, like Complainant, to resort to spot market

purchases to secure needed freight carriage. Respondents benefitted from being able to sell previously contracted capacity on the spot market, or to shippers willing to pay a premium, rather than honoring its service contract commitments with Complainant, and others.

20. Respondents have also engaged in a deliberate practice of seeking to condition their compliance with its contractual service commitments on extracting additional payments from Complainant, above and beyond the pricing set forth in the parties' service contract, despite the fact that the contract does not permit Respondents to assess such surcharges unilaterally.

21. Respondents' actions are contrary to what they, and their representatives, have been telling Congress and other regulatory bodies. For example, during the June 15, 2021 House Subcommittee on Coast Guard and Maritime Transportation entitled "Impacts of Shipping Container Shortages, Delays, and Increased Demand on the North American Supply Chain," John Butler, President and CEO of the World Shipping Council, of which Maersk is a member, when asked about shipping companies renegeing on contracts with shippers in order to request more money to make shipments, testified that "ocean carriers are quite serious about fulfilling their end of the bargain with their service contracts. That's how they keep relationships with their customers." See <https://transportation.house.gov/hearings/watch?hearingid=A48307B6-BE35-1AC6-AABB-39963851E908> (01:58:55 - 02:01:50). But Mr. Butler's testimony on behalf of the World Shipping Council is belied by Respondents' habitual conduct of violating service contracts just like the example given by the House Subcommittee member on a normal, customary, and continuous basis, not only with respect to Complainant, but also with respect to other shippers, including but not limited to the complainant in FMC Docket No. 21-05.

22. Although the global ocean carriers, including Maersk, have publicly bemoaned the supply chain crisis brought on, according to the carriers, solely by COVID, the carriers have shown

no shame in exploiting the situation by preying on their affected customers in the quest for record profits, with no end in sight. As shown above, the strategies have worked exceedingly well for the carriers and have been devastating for shippers. Maersk has done this in part by gouging consumers such as Complainant and tacking on and demanding sky-high fees in addition to the contracted-for fees in the Agreement. Respondents have enormously profited from their wrongful actions, profiting more in 2021 than they did in the previous nine years combined and reporting their best quarter in 117 years. These profits have come at the expense not only of Complainant and numerous other shippers, but also the general public, which has been suffering with massive inflation since the beginning of 2021. Indeed, likely few entities have profited more in the past two years than Respondents' parent company, Maersk.

23. Respondents' violations of the Shipping Act have substantially harmed and damaged Complainant, and other shippers, in several ways.

24. Respondents' conduct alleged herein with respect to the receipt, handling, storage, and/or delivery of the property of Complainant has occurred on a normal, customary, and continuous basis over the course of 2020 - 2021.

25. On or about June 23, 2020, OJC entered into a service agreement with Respondents, for the shipment of goods by sea and delivery to warehouse facilities within the United States via truck, a copy of the agreement is hereby attached as Exhibit A. (the "Agreement").

26. The Agreement was required to be filed under section 40302(a), as it is an "ocean common carrier agreement," as defined by section 40301(a). The Agreement also contains a term that states "[t]his Contract shall be subject to the U.S. Shipping Act of 1984, as amended."

27. The Agreement governed the parties' relationship between June 23, 2020 to May 31, 2021 (the "Active Term").

28. During the Active Term of the Agreement, Respondents wrongfully billed 13 containers a total of \$40,680.32 in demurrage fees, as follows:

28.1 Container No. MRKU2875026. The container was discharged on February 1, 2021, the last free day on port was February 5, 2021, yet gate out was not until March 3, 2021. OJC was nevertheless wrongfully charged a total of \$7,540 in demurrage fees.

28.2 Container No. BEAU5182625. The container was discharged on February 2, 2021, the last free day on port was February 8, 2021, yet gate out was not until March 2, 2021. OJC was nevertheless wrongfully charged a total of \$6,280 in demurrage fees. 22.3

Container No. SEGU4327705. The container was discharged on January 27, 2021, the last free day on port was February 2, 2021, yet gate out was not until March 1, 2021. OJC was nonetheless wrongfully charged a total of \$7,855 in demurrage fees.

28.4 Container No. MSKU0595352. The container was discharged on May 22, 2021, yet OJC did not receive notice until May 25, 2021. Additionally, the container was subject to a VACIS exam, but OJC did not receive such notice until June 1, 2021. Gate out was on June 7, 2021. Despite that, OJC was wrongfully charged a total of \$3,765 in demurrage fees.

28.5 Container No. SUDU8646980. The container was discharged on June 16, 2021. Hamburg NA failed to schedule a delivery order for the trucking company altogether resulting in a gate out date of July 8, 2021. Nevertheless, OJC was wrongfully charged a total of \$4,075 in demurrage fees.

28.6 Container No. MRKU3142506. The container was discharged on June 23, 2021. But the prepull pickup process was delayed because Hamburg NA failed to provide the

proper equipment to its truckers to do a pre-pull resulting in a July 14, 2021 gate out date. Nonetheless, OJC was wrongfully charged a total of \$2,485 in demurrage fees.

28.7 Container No. GCXU5721300. The container was discharged on June 23, 2021. But the prepull pickup process was delayed because Hamburg NA failed to provide the proper equipment to its truckers to do a pre-pull resulting in a July 14, 2021 gate out date. Nonetheless, OJC was wrongfully charged a total of \$2,750 in demurrage fees.

28.8 Container No. MSKU1597679. The container was discharged on June 23, 2021. But the prepull pickup process was delayed because Hamburg NA failed to provide the proper equipment to its truckers to do a pre-pull resulting in a July 15, 2021 gate out date. OJC was nonetheless wrongfully charged a total of \$3,015 in demurrage fees.

28.9 Container No. TLLU6852525. The container was discharged on June 23, 2021. OJC did not receive the arrival notice until June 24, 2021. Such a delay in arrival notice prevented OJC from making the proper arrangements for a timely pickup or pre-pull resulting in a July 1, 2021 gate out date. OJC was thereafter wrongfully charged a total of \$645 in demurrage fees.

28.10 Container No. MRSU3300327. The container was discharged on June 25, 2021. But the prepull pickup process was delayed because Hamburg NA failed to provide the proper equipment to its truckers to do a pre-pull resulting in a July 13, 2021 gate out date. OJC was nonetheless wrongfully charged a total of \$742.22 in demurrage fees.

28.11 Container No. SUDU6976489. The container was discharged on June 24, 2021. But the prepull pickup process was delayed because Hamburg NA failed to provide the proper equipment to its truckers to do a pre-pull resulting in a July 13, 2021 gate out date. OJC was nonetheless wrongfully charged a total of \$742.22 in demurrage fees.

28.12 Container No. MSKU1228177. The container was discharged on June 23, 2021. But the prepull pickup process was delayed because Hamburg NA failed to arrange for a proper trucking company. Instead, it arranged for a trucking company that could not handle more than 3 containers per day, and this container was not one of those, resulting in a July 8, 2021 gate out date. OJC was nonetheless wrongfully charged a total of \$392.94 in demurrage fees.

28.13 Container No. BMOU4268879. The container was discharged on July 1, 2021. But the prepull pickup process was delayed because Hamburg NA failed to provide the proper equipment to its truckers to do a pre-pull resulting in a July 14, 2021 gate out date. Again, OJC was wrongfully charged a total of \$392.94 in demurrage fees.

29. Additionally, pursuant to the Agreement, Respondents agreed to a minimum volume commitment of 400 TEU, which is equivalent to 200 containers.

30. Beginning in or around August 2020, Respondents regularly engaged in unjust and unreasonable practices toward Complainant. Instead of providing space at the contracted rates, Respondents began a systematic practice of failing to make space available under its service contract, resulting in increasing monthly shortages and a backup of Complainant's containers to be shipped.

31. During the Active Term, for its part, Complainant provided adequate booking notice to schedule shipment of containers, pursuant to the Agreement, but Respondents refused to schedule such shipments. Respondents made these refusals throughout August, September, October, November, and December 2020, including in or around August 20, September 30, October 12, and numerous other dates in 2020, and throughout January, February, March, April, and May 2021, including in or around April 13, May 5, May 11, and numerous other dates in 2021.

32. During the Active Term, Respondents provided a total of 185 containers, which is 30 TEUs below the 400 TEU MQC in the Agreement. But even those containers that were shipped by Respondents were not shipped in a timely manner. On multiple occasions, Complainant wanted more containers shipped on a certain week than in another week, but Respondents refused, stating that the containers would have to be equally distributed by week. However, Respondents then would skip shipping Complainant's containers for multiple weeks as they received more money for the space from other shippers, thereby pushing Complainant's shipments off for weeks at a time. Upon information and belief, this happened not only to Complainant but also to other shippers.

33. Respondents also stated, throughout the 10-month time period from August 2020 - May 2021 that they would ship Complainant's shipments in a timely manner, as mandated by the Agreement, if and only if paid higher rates than those included in the Agreement. When Complainant refused to submit to Respondents' extortion, Respondents pushed off Complainant's shipments for weeks, regularly refusing to operate under the terms of the Agreement and in violation of the Shipping Act.

34. By doing so, Respondents unfairly and unjustly discriminated against Complainant on a continuous and ongoing basis for 10 months in the matter of rates or changes with respect to ports identified in the Agreement, in violation of section 41104(a)(5).

35. Respondents also gave, on a continuous and ongoing basis over 10 months, undue and unreasonable preference and advantage to shippers other than Complainant with respect to the ports identified in the Agreement, as those other shippers were evidently willing to accept Respondents' exorbitant rates that were much higher than those in the Agreement. Respondents' actions constituted a violation of section 41104(a)(9).

36. As a result of Respondent's wrongful conduct, on some occasions OJC was forced to retain alternate shipping carriers at significantly higher shipping rates per container.

37. Also as a result of Respondent's wrongful conduct, on some occasions OJC was unable to retain alternate shipping carriers at all, and incurred significant economic damages well over \$1.6 Million and upwards of over \$2.7 Million, for Respondents' failure to honor the minimum 400 TEU commitment on a normal, customary, and continuous basis over the span of many months.

38. Throughout the time period in which Respondents' systematically and unjustly charged Complainant demurrage fees and refused for over 10 months to meet the MQC mandated in the Agreement, Complainant was forced to patronize other carriers or forego shipments altogether.

39. Complainant also informed Respondents throughout August 2020 – May 2021 that Complainant would be forced to file a complaint with the FMC if Respondents did not meet its obligations in the parties' service contract and withdrawal the wrongful demurrage charges, as these were violations occurring on a normal, customary, and continuous basis.

40. As a result of Complainant's attempts to mitigate its damages by filing a complaint with the FMC against Respondents, Respondents' refusals to provide Complainant cargo space and their unfair and unjustly discriminatory methods became more common and frequent leading up to discussions on the renewal of the parties' service contract in April 2021.

41. During April 2021, the parties were engaged in discussions about renewing the parties' service contract. Throughout those discussions, there were conversations about the MQC of the renewal, but never about there being no renewal at all.

42. Out of the blue and with no prior notice, on May 4, 2021, Respondents unilaterally notified Complainant that there would be no service contract renewal under **any terms**, but instead that Respondents would “work case by case” with Complainant using spot market rates. Thereafter, Complainant attempted to negotiate a contract with an even more limited scope – such as a port-to-port only contract – but Respondents rejected Complainant’s proposal out of hand within hours, leaving Complainant entirely without a shipping service contract of any sort past May 31, 2021.

43. Respondents’ dumping of Complainant without warning and without a service contract, and their refusal to negotiate or deal with Complainant, has massively damaged Complainant’s ability to have its goods shipped to the United States. Indeed, Respondents’ refusal to renew the parties’ service contract has crippled Complainant’s business and its supply chain access since June 2021.

44. Complainant’s threats of filing a FMC complaint against Respondents for their normal, customary, and continuous refusals to meet the MQC of the parties’ service contract and their charging of unjust and unreasonable demurrage fees that were the fault of Respondents and not Complainant, caused Respondents to (a) refuse to deal or negotiate with Complainant for a renewal of the parties’ service contract, (b) retaliate against Complainant by refusing available cargo space to Complainant, and (c) unjustly or unfairly discriminating against Complainant in the allocation of cargo space, to Complainant’s great detriment. This is evidenced in part by Respondents’ ever-increasing failures to abide by the parties’ service agreement and violations of the Shipping Act in parallel with Complainant’s criticisms of Respondents’ unjust and unreasonable practices and its threats to file a complaint with the FMC against Respondents.

45. Respondents' aforementioned actions to refuse Complainant a service contract have forced Complainant into the spot market for nearly all its shipments – which are five to over 15 times the cost per container of a service contract price – and as a result, driven up Complainant's shipping costs exponentially. Respondents' refusals, failures, and retaliation have threatened the very existence of Complainant's business.

V. VIOLATIONS OF THE SHIPPING ACT

46. Complainant repeats and realleges each and every allegation above as if fully set forth herein.

47. Section 41102(c) of the Shipping Act (46 U.S.C. § 41102(c)) prohibits a common carrier or marine terminal operator from failing to “establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property.”

48. Respondents' practices and regulations relating to the assessment of demurrage are directly related to receiving, handling, storing, or delivering property, are occurring on a normal, customary, and continuous basis, and are unjust and unreasonable.

49. Respondents failed to establish and observe just and reasonable practices in violation of § 41102(c) by assessing demurrage charges against Shipments Nos. 1-3 (B/L Nos. SSZ0849867, SSZ0845076, and SSZ0852138) that were subject to governmental holds for examination by Customs, and therefore, unavailable for pick-up.

50. Respondents failed to establish and observe just and reasonable practices in violation of § 41102(c) by assessing demurrage charges against Shipment No. 4 (B/L No. SSZ0853173) that was unavailable for pickup due to congestion-related delays at the Port.

51. Respondents failed to establish and observe just and reasonable practices in violation of § 41102(c) by assessing demurrage charges that serve no incentivizing principle and do not promote freight fluidity.

52. Respondents failed to establish and observe just and reasonable practices in violation of § 41102(c) by failing to provide Complainant with detailed billing information and/or invoices relating to the demurrage charges assessed that would allow Complainant to meaningfully understand and contest the charges.

53. Respondents failed to establish and observe just and reasonable practices in violation of § 41102(c) by refusing to extend free time and/or waive or reduce demurrage charges for the Shipments that were unavailable for pickup.

54. Respondents failed to establish and observe just and reasonable practices in violation of § 41102(c) by failing to have a clear dispute resolution policy with respect to demurrage charges.

55. Respondents failed to establish and observe just and reasonable practices in violation of § 41102(b)(2) by failing to operate under the terms of the parties' service contract, by failing to honor the minimum 400 TEU minimum volume, which occurred on a normal, customary, and continuous basis, within the Active Term.

56. Respondents retaliated against Complainant in violation of § 411024(a)(3) by refusing and threatening to refuse cargo space when available and resorted to other unfair and unjustly discriminatory methods because Complainant had threatened to file a complaint with the FMC against Respondents for its violations of the Shipping Act.

57. Respondents' conduct that occurred continuously over the course of 10 months constituted an unfair and unjustly discriminatory practice against Complainant in the matter of rates or charges with respect to the ports identified in the Agreement, in violation of § 41104(a)(5).

58. Respondents' conduct that occurred continuously over the course of 10 months gave undue and unreasonable preference and advantage to shippers other than Complainant and imposed an undue and unreasonable prejudice and disadvantage to Complainant with respect to the ports identified in the Service Contracts, in violation of § 41104(a)(9).

59. Respondents refused to deal or negotiate with Complainant in violation of § 411024(a)(10) when they refused to renew Complainant's service contract and forced Complainant into the spot market for virtually all its shipments.

VI. CAUSATION AND INJURY TO COMPLAINANT

60. Complainant repeats and realleges each and every allegation above as if fully set forth herein.

61. As a result of Respondents' violations of the Shipping Act, the Complainant has sustained injuries and damages in the amount of well over \$21.6 Million, including (a) over \$20 Million for Respondents' refusal to deal or negotiate with Complainant in the renewal of the parties' service contract and/or their retaliation against Complainant; (b) over \$1.6 Million for Respondents' continuous refusal to meet the MQC in the parties' service contract; and (c) \$40,680.32 in erroneous demurrage charges. Complainant also seeks additional amounts of twice the amount of the actual injury under 46 U.S.C. § 41305(c) for Respondents' violations of 46 U.S.C. §§ 41102(b)(2) and 41104(a)(3).

62. Respondents' misconduct has caused Complainant to incur other injuries as well, including delays, reduced inventory, unnecessary expenses, and lost profits, as well as attorneys' fees and costs relating to litigation.

VII. ALTERNATIVE DISPUTE RESOLUTION

63. Complainant made numerous unsuccessful attempts to resolve this matter with Respondents prior to filing this Verified Complaint. Considering statements made by Respondents and noncooperation from Respondents in resolving this matter, Complainant did not seek to use the FMC's alternative dispute resolution procedures prior to filing this Verified Amended Complaint. That said, the parties have now scheduled preliminary consultations with the FMC's Dispute Resolution Specialist regarding the availability of alternative dispute resolution (ADR) under the FMC's ADR program, 46 C.F.R. § 502.64.

VIII. PLACE OF HEARING

64. Complainant does not request a hearing on this matter.

IX. PRAYER FOR RELIEF

WHEREFORE, Complainant respectfully requests that Respondents be required to answer the charges in this Complaint, and that after the Commission's investigation, the Commission issue an order:

- A. Requiring Respondents to pay Complainant reparations and additional amounts for the unlawful conduct described herein, along with interest and Complainant's attorneys' fees and costs pursuant to 46 U.S.C. § 41305;
- B. Requiring the payment of any other amounts that the Commission deems appropriate; and
- C. Providing such other and further relief that the Commission deems just and proper.

Dated: February 2, 2022

Respectfully Submitted,

By: /s/ Aaron W. Davis

Aaron W. Davis

Minnesota State Bar No.: 318255

VALHALLA LEGAL, PLLC

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Northfield, MN 55057

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Shlomo Y. Hecht

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Coral Springs, FL 33065

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Email: sam@hechtlawpa.com

Attorneys for OJ Commerce, LLC

VERIFICATION

I, Jacob Weiss, am the President of Complainant OJ Commerce, LLC and hereby declare and attest under penalty of perjury that I have read the foregoing Verified Amended Complaint and believe, to the best of my knowledge, information, and belief, that the facts stated therein are true and correct.

Dated: February 2, 2022



Jacob Weiss

**EXHIBIT A
TO THE
VERIFIED AMENDED
COMPLAINT**

Contract No.: AECC0000291

Governing Tariff

Essential Terms Publication: FMC No. 001903 502

Essential Terms:AECC0000291

Tariffs of General Applicability: FMC Nos. 001903 501 / 001903 801 or any successor thereto.

Except as may otherwise be provided in this Contract, all shipments moving hereunder shall be subject to all other rules, terms, conditions, charges and surcharges set forth in Carrier's governing tariff(s) and in effect at the time of shipment.

The parties mutually agree to the rates, terms and conditions set forth in the following pages. In witness whereof, the parties have executed this Contract through their duly authorised representatives as of the date(s) set forth below.

This Contract is entered into between following Parties:

**HAMBURG SÜDAMERIKANISCHE
DAMPFSCHIFFFAHRTS-GESELLSCHAFT A/S &
CO KG**

(hereinafter "HAMBURG SÜD" or "CARRIER")

HAMBURG SÜDAMERIKANISCHE
DAMPFSCHIFFFAHRTS-GESELLSCHAFT

A/S & CO KG

WILLY-BRANDT-STR. 59-65

20457 HAMBURG

GERMANY

c/o

HAMBURG SUD NORTH AMERICA,
INC.

465 SOUTH STREET F 3 STE 300

MORRISTOWN NJ 07960

UNITED STATES

OJCOMMERCE

OJCOMMERCE

11651 INTERCHANGE CIR S

MIRAMAR FL 33025

UNITED STATES

Shipper Certification

Pursuant to FMC regulations, Shipper, by execution of this Contract, certifies its status and that of all its affiliates authorized to utilize this Contract as:

(1) cargo owner or consignee; or (2) other (specify: _____); or (3) signatory acting as nonvessel operating common carrier(s). If status is (3) above, Shipper further certifies that any such NVOCCs have tariff(s) and bond(s) on file with the U.S. Federal Maritime Commission ("FMC") in full compliance with FMC regulations and that evidence reflecting same have been provided to Carrier.

Signatures:

Jacob Weiss
President
OJCOMMERCE

Date:

Pestana Rodrigo
Rodrigo Pestana
Product Management - Transpacific Manager
Hamburg Süd North America, Inc.

Serena Cheung
Transpacific Trade
Hamburg Süd North America, Inc.

Date:**Date:****Duration****Contract No.:** AECC0000291**Contract Effective Date:** 23-JUN-2020**Contract Expiry Date:** 31-MAY-2021**1. Geographic Scope:**

This Contract covers the carriage of cargo from the origin points or ports to the destination points or ports set forth in the appendix (or other attachments).

2. Commodities

This Contract shall apply to the commodities listed in the Appendix (or other attachments).

3. Service Commitment, Shipper, and Carrier's liquidated damages

(a) Carrier agrees to make available to Shipper during the term of this Contract vessel capacity adequate to carry (1) the Minimum Volume Commitment of cargo and (2) at Carrier's option, any additional cargo tendered by Shipper during the term of this Contract.

(b) Carrier and Shipper recognize that breach of the Minimum Volume Commitment causes not only loss of freight to Carrier but also instability, adverse impact on Carrier's marketing, logistics, and stowage planning and that a precise quantification of these damages is difficult to calculate. Accordingly, in order to avoid the difficulty and expense of proving actual losses, the parties agree that in lieu of all damages relating to the obligations of Shipper with respect to the Minimum Volume Commitment, liquidated damages shall be assessed as follows: If Shipper fails to tender the Minimum Volume Commitment specified in this Contract, Carrier shall invoice Shipper and Shipper agrees to pay to Carrier liquidated damages on the difference between the quantity of cargo actually shipped and the Minimum Volume Commitment at the rate of USD250 per TEU. The total of any amounts due hereunder shall be paid directly to Carrier within thirty (30) days following written notification by Carrier.

(c) Carrier and Shipper recognize that breach of Carrier's service commitment adversely impacts Shipper's supply chain, logistics and operations and that a precise quantification of these damages is difficult to calculate. Accordingly, in order to avoid the difficulty and expense of proving actual losses, the parties agree that in lieu of all damages relating to the obligations of Carrier with respect to its service commitment, liquidated damages shall be assessed as follows: In the event Shipper is unable to secure space on any particular sailing of Carrier after having given the minimum booking notice, upon written request of Shipper, the Minimum Volume Commitment may be reduced by the quantity of cargo tendered but not carried by Carrier. In the event that the Minimum Volume Commitment of this Contract is reduced by 10% or more as a result of Carrier's failure to provide space, Carrier agrees to pay, and Shipper agrees to accept, in lieu of other damages from Carrier, liquidated damages calculated by subtracting the number of TEUs actually shipped under the Contract from 90% of the MVC and multiplying the TEU deficit, if any, by USD250 per TEU.

4. Rates:

(a) The rates for the carriage of cargo under this Contract shall be those set forth in the appendix (or other attachments).

(b) Rates are valid on direct port calls only. Shipments destined to, or originating at non direct ports that can be accommodated via transshipment or any other alternative route, are subject to arbitrary charges as per Carrier's tariff in effect at time of shipment, unless otherwise noted. Should the port rotation change at any point during the life of this contract, Shipper will be notified 30 days in advance of said change. If alternative service options are available, terms and conditions in this agreement will be changed as described above and rates covering discontinued routes will be expired.

(c) Notwithstanding anything to the contrary in this Contract if, during the term hereof, Carrier increases the tariff rate or rates applicable to one or more of the commodities covered by this Contract (whether such increase is uniform or varies with respect to commodity, routing or other factors) in one or more tariffs applicable to this Contract, then the rates set forth in this Contract shall be increased by the corresponding amount(s) of such increase in the tariff rate(s) as of the date the increase in tariff rate(s) takes effect.

5. Duration

This Contract shall become effective on the date specified in chapter 1 or the date upon which it is filed with the Federal Maritime Commission, whichever is later, and shall be effective through the expiration date specified herein, unless terminated earlier in accordance with the terms of this Contract or FMC regulations. For the purpose of determining whether or not a cargo movement occurs during the term of this Contract, the pertinent date shall be the date when the shipment is received by Carrier or its agent. A shipment shall not be considered as received until the full bill of lading quantity has been received.

6. Confidentiality:

Except as otherwise provided herein or required by law or legal process, neither party shall disclose the terms and conditions of this Contract; provided, however, that this paragraph shall not prohibit the disclosure of:

- (a) any Contract information, terms or conditions which otherwise is or are publicly available;
- (b) any Contract information, terms or conditions to Carrier's affiliates, employees, agents, tariff publishers or auditors, or to any party participating in the transportation under the Contract including, but not limited to, inland carriers, stevedores, terminal operators, consolidators, and other subcontractors, or to any party receiving copies of bills of lading for Contract shipments, including but not limited to, consignees, forwarders, customs house brokers, or banks; or
- (c) any Contract information, terms or conditions, without identifying the other contracting party, to the secretariat of an agreement covering all or part of the trade covered by the Contract to which Carrier is a party, for purposes of administering the agreement or for inclusion in a report, analysis or study of rates or conditions in the trade covered by the Contract.

This paragraph shall not be construed to hold either the Shipper or Carrier liable for disclosure of information by a third party. Nothing herein shall prevent either party from disclosing otherwise confidential information with the consent of the other party.

7. Force Majeure:

For purposes of force majeure relief under the Contract, force majeure circumstances shall include work stoppages, strikes, accidents, casualties, lockouts, fire, road, marine or rail disasters, acts of God, governmental restraints, war or hostilities, acts of terrorism, embargoes or other similar conditions except commercial contingencies (e.g., changing markets, poor management decisions, business declines, bankruptcy of a customer or of a supplier, etc.). In the event of force majeure circumstances affecting Shipper or Carrier, the affected party shall, within seven (7) working days (or as soon thereafter as is reasonably practicable but in no event later than 30 days after the expiration of the Contract) of the commencement of such circumstances, notify the other party in writing of the existence of same and of the anticipated or actual effect on its ability to perform its obligations under the Contract. The party must submit, within 60 days after its initial notice of force majeure circumstances, documentation that adequately evidences the occurrence of a force majeure event and that supports the impact of such force majeure event on the party's ability to fulfill its obligations under the Contract. Such documentation should include third-party documents (e.g. newspaper articles, insurance reports, government notices), labour reports/statistics, production reports/statistics, documentation to support the amount of force majeure relief requested, and sworn statements. Upon receipt of notice of Force Majeure conditions and adequate proof thereof, the parties shall be excused from their obligations under the Contract to the extent of and for the duration of the disability. Upon cessation of force majeure circumstances, the Contract obligations shall be reinstated, and the Minimum Volume Commitment may be adjusted accordingly.

8. Termination:

Either party may, without penalty, terminate this Contract upon 30 days written notice to the other party at any time after the Shipper has satisfied the Minimum Quantity Commitment set forth herein.

9. Applicable Law / Disputes:

- (a) This Contract shall be subject to the U.S. Shipping Act of 1984, as amended, and shall otherwise be construed and governed by the laws of the State of New York.

(b) The parties agree that any and all disputes arising out of or in connection with the Contract, including any failure by Shipper to pay or by either or both Carrier(s) to perform as required by the Contract, shall be resolved by arbitration. Arbitration shall take place in the State of New York or such other place as the parties to the dispute may mutually agree. The arbitration shall be before a single arbitrator to be appointed by the parties to the dispute or, failing such agreement and upon the application of any party to the dispute, by the President of the Society of Maritime Arbitrators ("SMA") in New York. There shall be no restrictions on the nationality of the arbitrator. Except by agreement of the parties to the dispute, there shall be no pre-hearing discovery. The costs and expenses of the arbitration (including reasonable attorneys' fees and costs) shall be borne by the non-prevailing party or as the arbitrator shall otherwise determine. The decision of the arbitrator shall be final, binding, and not subject to further review. In all other respects, the procedural rules of the SMA shall govern the conduct of the arbitration; provided, however, if the procedural rules of the SMA do not contain a provision applicable to a given procedural issue, then the law of the State of New York shall govern.

(c) The decision of the arbitrator may be enforced by any court, tribunal or other forum as may properly assert jurisdiction. In the event a party that has prevailed in arbitration finds it necessary to seek enforcement of the arbitrator's decision and award, the party seeking such enforcement shall be entitled to receive from the non-prevailing party the costs and expenses of such enforcement, including reasonable attorney's fees and costs. The parties further agree that any such award may be enforced pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958.

10. Entire Contract:

This Contract (including applicable governing publications) constitutes the full understanding of the parties and complete and exclusive statement of the terms of the Contract. This Contract shall only be binding when fully executed and duly filed with the U.S. Federal Maritime Commission. No modification or termination of this Contract or waiver of any of its terms or conditions shall be of any force or effect unless made in writing and signed by the parties.

11. Verification of Contract Carryings:

Each original Bill of Lading governing individual shipments under this Contract and all copies thereof shall bear a notation showing the service contract number of this Contract. The designation by Shipper of cargo as Contract cargo by affixing the Contract number on the bill of lading shall be made at the time of the issuance of the bill of lading. Such designation, or the Shipper's failure to so designate, shall be final, and shall not be modified after the bill of lading has been issued, absent inadvertent error. In its exclusive discretion, Carrier may permit cargoes not so notated to count hereunder upon proof of inadvertent error by Shipper.

12. Bills of Lading:

The terms and conditions of Carrier's bills of lading covering individual shipments under this Contract shall apply to shipments hereunder. To the extent the provisions dealing with liability for damage to persons or property (including cargo), delays, misdelivery or any provisions mandated by applicable law in Carrier's bill of lading are in conflict with the Contract, the bill of lading shall prevail.

13. Assignment:

Shipper may not assign this Contract in any manner without the written consent of Carrier.

14. Qualification for Contract Terms:

The Shipper must be identified as the shipper/exporter or consignee on the applicable Bill of Lading.

15. Other Provisions of the Contract:

All rates and charges for transportation under this Contract will be for the account of the shipper or its agent.

16. Affiliates (If applicable, either option 1 or option 2):

(1)

In exchange for Carrier's agreement to make the terms of this Contract available to each of the Affiliates of Shipper named herein, Shipper agrees that it shall be jointly and severally liable with each such Affiliate for any and all payments due to the Carrier from the Affiliate hereunder, as well as the proper fulfillment of any and all obligations and duties of that Affiliate under this Contract.

(2)

(a) Subject to paragraphs (b) and (c) below, the SHIPPER hereby agrees that the terms of this Contract shall be extended to each of the affiliates named herein ("Affiliates") only so long as each Affiliate complies with and fulfills all conditions and obligations of this Contract in a timely manner.

(b) The terms of this Contract relating to credit (time for payment) and free time periods granted to SHIPPER shall not be extended to any Affiliate unless SHIPPER undertakes in writing to be jointly and severally liable for any and all debts, duties and/or obligations due to the CARRIER by said Affiliate.

(c) The SHIPPER hereby agrees that in the event any Affiliate breaches this Contract (including failure to make timely payment of freight and/or charges), Carrier shall be entitled to immediately discontinue making the terms of the Contract available to such Affiliate unless SHIPPER immediately pays any amounts due and owing to Carrier by such Affiliate and agrees in writing to be jointly and severally liable to Carrier for any and all future debts, duties and/or obligations of such Affiliate to Carrier.

17. Amendments:

Amendments to this Contract must be executed by both parties. Such execution may be by original, facsimile, or electronic signature.

After the parties have signed this Contract and it has been filed with the Federal Maritime Commission, the parties may enter into subsequent amendments in an electronic mail format (e-mail), transmitted via the Internet and executed by the parties with an electronic signature. In the event that an amendment to the Contract is executed with an electronic signature, all terms and conditions contained in such amendment and this Contract, shall have full legal effect, validity and enforceability. The term electronic signature means an exchange of e-mails between the parties to which the parties attach the amendments to the Agreement and in which such parties state that they agree to terms and conditions of such amendment.

The following individuals are the only representatives of the Shipper who may sign amendments electronically, and e-mails constituting electronic signatures to such amendments, may only be sent from the following e-mail addresses: jacob@ojcommerce.com

18. Hard Copy and Paper Release:

A Hard copy and Paper release fee of USD30.00 per Bill of Lading will apply to all cargo moving from the United States. This will apply for any Bills of Lading that are released in hard copy format and will not apply to electronic releases. Should shipper or Agent, acting on behalf of the Shipper, require a Bill of Lading revision whether hard copy, or electronic, each re-issue will be assessed this fee.

Minimum Volume Commitment

1. Shipper agrees to tender the minimum quantity of TEUs set forth in this agreement for shipment during the term of this Contract (Minimum Volume Commitment). Shipper agrees to give 10 days booking notice of all shipments moving hereunder to Carrier and further agrees that the tender of cargo under this Contract shall be reasonably spaced throughout the term hereof.

2. Shipper Obligations:

Shipper, Consignor or their Agent(s) is/are responsible for packing cargo and loading the container in a manner that will permit safe and lawful transportation under ordinary circumstances. For cargoes that will be moved by rail in North America, this obligation includes compliance with the American Association of Railroad's "Intermodal Loading Guides". Any and all costs incurred by Carrier as a result of the failure of Shipper, Consignor or their agents to comply with the Intermodal Loading Guides or otherwise pack the cargo and load the container in a manner that permits safe and lawful transportation of the cargo shall be for the account of the cargo.

Volume	Unit	Start Date	End Date
400	TEU	23-JUN-2020	31-MAY-2021

Appendix

Trade: EAST ASIA - NORTH AMERICA WEST COAST

Place Of Receipt	Port Of Loading	Transshipment Ports	Port Of Discharge	Place Of Delivery
PORT	FUZHOU, CN LINER IN	XIAMEN, CN	LOS ANGELES, US LINER OUT	CITY OF INDUSTRY, CA, US DOOR, TRUCK

Estimated Transit Time: 21 Days

Product ID: 00003

Equipment: 40' GP, FCL **Commodity:** CONSUMER PRODUCTS:FURNITURE

Charges Details

Charge	Rate / Basis	Floating	Effective Date	Expiry Date
OFREIGHT	1875.00 USD / CONTAINER	No		
BAF	235.00 USD / CONTAINER	Yes		30-JUN-2020
BAF	264.00 USD / CONTAINER	Yes	01-JUL-2020	
DOC F EX	450.00 CNY / B/L	Yes		
THC EX	916.00 CNY / CONTAINER	Yes		
CDC	35.00 USD / B/L	Yes		
EIF	110.00 CNY / CONTAINER	Yes		
SEAL PRO	30.00 CNY / CONTAINER	Yes		

Ocean Freight includes: ECA, ISPS CAR, ONCARR

Applicable for: HAMBURG SÜD

Product ID: 00004

Equipment: 40' HC, FCL **Commodity:** CONSUMER PRODUCTS:FURNITURE

Charges Details

Charge	Rate / Basis	Floating	Effective Date	Expiry Date
OFREIGHT	1875.00 USD / CONTAINER	No		
BAF	235.00 USD / CONTAINER	Yes		30-JUN-2020
BAF	264.00 USD / CONTAINER	Yes	01-JUL-2020	
DOC F EX	450.00 CNY / B/L	Yes		
THC EX	916.00 CNY / CONTAINER	Yes		
CDC	35.00 USD / B/L	Yes		
EIF	110.00 CNY / CONTAINER	Yes		
SEAL PRO	30.00 CNY / CONTAINER	Yes		

Ocean Freight includes: ECA, ISPS CAR, ONCARR

Applicable for: HAMBURG SÜD

Contract No.: AECC0000291

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Place Of Receipt	Port Of Loading	Transshipment Ports	Port Of Discharge	Place Of Delivery
PORT	HO CHI MINH CITY, VN LINER IN	VUNG TAU, VN	LOS ANGELES, US LINER OUT	CITY OF INDUSTRY, CA, US DOOR, TRUCK

Estimated Transit Time: 26 Days

Product ID: 00017

Equipment: 40' GP, FCL Commodity: CONSUMER PRODUCTS:FURNITURE

Charges Details

Charge	Rate / Basis	Floating	Effective Date	Expiry Date
OFREIGHT	1625.00 USD / CONTAINER	No		
BAF	235.00 USD / CONTAINER	Yes		30-JUN-2020
BAF	264.00 USD / CONTAINER	Yes	01-JUL-2020	
DOC F EX	750000.00 VND / B/L	Yes		
THC EX	169.00 USD / CONTAINER	Yes		
CDC	35.00 USD / B/L	Yes		
SEAL PRO	9.00 USD / CONTAINER	Yes		

Ocean Freight includes: ECA, ISPS CAR, ONCARR Applicable for: HAMBURG SÜD

Product ID: 00018

Equipment: 40' HC, FCL Commodity: CONSUMER PRODUCTS:FURNITURE

Charges Details

Charge	Rate / Basis	Floating	Effective Date	Expiry Date
OFREIGHT	1625.00 USD / CONTAINER	No		
BAF	235.00 USD / CONTAINER	Yes		30-JUN-2020
BAF	264.00 USD / CONTAINER	Yes	01-JUL-2020	
DOC F EX	750000.00 VND / B/L	Yes		
THC EX	169.00 USD / CONTAINER	Yes		
CDC	35.00 USD / B/L	Yes		
SEAL PRO	9.00 USD / CONTAINER	Yes		

Ocean Freight includes: ECA, ISPS CAR, ONCARR Applicable for: HAMBURG SÜD

Place Of Receipt	Port Of Loading	Transshipment Ports	Port Of Discharge	Place Of Delivery
PORT	NINGBO, CN LINER IN	DIRECT ONLY	LONG BEACH, US LINER OUT	CITY OF INDUSTRY, CA, US DOOR, TRUCK

Estimated Transit Time: 18 Days

Product ID: 00005

Equipment: 40' GP, FCL Commodity: CONSUMER PRODUCTS:FURNITURE

Charges Details

Charge	Rate / Basis	Floating	Effective Date	Expiry Date
OFREIGHT	1625.00 USD / CONTAINER	No		
BAF	235.00 USD / CONTAINER	Yes		30-JUN-2020
BAF	264.00 USD / CONTAINER	Yes	01-JUL-2020	
DOC F EX	450.00 CNY / B/L	Yes		
THC EX	916.00 CNY / CONTAINER	Yes		
CDC	35.00 USD / B/L	Yes		
EIF	110.00 CNY / CONTAINER	Yes		
SEAL PRO	30.00 CNY / CONTAINER	Yes		

Ocean Freight includes: ECA, ISPS CAR, ONCARR **Applicable for:** HAMBURG SÜD

Product ID: 00006

Equipment: 40' HC, FCL **Commodity:** CONSUMER PRODUCTS:FURNITURE

Charges Details

Charge	Rate / Basis	Floating	Effective Date	Expiry Date
OFREIGHT	1625.00 USD / CONTAINER	No		
BAF	235.00 USD / CONTAINER	Yes		30-JUN-2020
BAF	264.00 USD / CONTAINER	Yes	01-JUL-2020	
DOC F EX	450.00 CNY / B/L	Yes		
THC EX	916.00 CNY / CONTAINER	Yes		
CDC	35.00 USD / B/L	Yes		
EIF	110.00 CNY / CONTAINER	Yes		
SEAL PRO	30.00 CNY / CONTAINER	Yes		

Ocean Freight includes: ECA, ISPS CAR, ONCARR **Applicable for:** HAMBURG SÜD

Place Of Receipt	Port Of Loading	Transshipment Ports	Port Of Discharge	Place Of Delivery
PORT	QINGDAO, CN LINER IN	DIRECT ONLY	LONG BEACH, US LINER OUT	CITY OF INDUSTRY, CA, US DOOR, TRUCK

Estimated Transit Time: 23 Days

Product ID: 00011

Equipment: 40' GP, FCL **Commodity:** CONSUMER PRODUCTS:FURNITURE

Charges Details

Charge	Rate / Basis	Floating	Effective Date	Expiry Date
OFREIGHT	1625.00 USD / CONTAINER	No		
BAF	235.00 USD / CONTAINER	Yes		30-JUN-2020
BAF	264.00 USD / CONTAINER	Yes	01-JUL-2020	
DOC F EX	450.00 CNY / B/L	Yes		
THC EX	916.00 CNY / CONTAINER	Yes		
CDC	35.00 USD / B/L	Yes		
EIF	110.00 CNY / CONTAINER	Yes		
SEAL PRO	30.00 CNY / CONTAINER	Yes		

Ocean Freight includes: ECA, ISPS CAR, ONCARR **Applicable for:** HAMBURG SÜD

Product ID: 00012

Equipment: 40' HC, FCL **Commodity:** CONSUMER PRODUCTS:FURNITURE

Charges Details

Charge	Rate / Basis	Floating	Effective Date	Expiry Date
OFREIGHT	1625.00 USD / CONTAINER	No		
BAF	235.00 USD / CONTAINER	Yes		30-JUN-2020
BAF	264.00 USD / CONTAINER	Yes	01-JUL-2020	
DOC F EX	450.00 CNY / B/L	Yes		
THC EX	916.00 CNY / CONTAINER	Yes		
CDC	35.00 USD / B/L	Yes		
EIF	110.00 CNY / CONTAINER	Yes		
SEAL PRO	30.00 CNY / CONTAINER	Yes		

Ocean Freight includes: ECA, ISPS CAR, ONCARR **Applicable for:** HAMBURG SÜD

Place Of Receipt	Port Of Loading	Transshipment Ports	Port Of Discharge	Place Of Delivery
PORT	SHANGHAI, CN LINER IN	DIRECT ONLY	LONG BEACH, US LINER OUT	CITY OF INDUSTRY, CA, US DOOR, TRUCK

Estimated Transit Time: 11 Days

Product ID: 00009

Equipment: 40' GP, FCL **Commodity:** CONSUMER PRODUCTS:FURNITURE

Charges Details

Charge	Rate / Basis	Floating	Effective Date	Expiry Date
OFREIGHT	1625.00 USD / CONTAINER	No		
BAF	235.00 USD / CONTAINER	Yes		30-JUN-2020
BAF	264.00 USD / CONTAINER	Yes	01-JUL-2020	
DOC F EX	450.00 CNY / B/L	Yes		
THC EX	916.00 CNY / CONTAINER	Yes		
CDC	35.00 USD / B/L	Yes		
EIF	110.00 CNY / CONTAINER	Yes		
SEAL PRO	30.00 CNY / CONTAINER	Yes		

Ocean Freight includes: ECA, ISPS CAR, ONCARR **Applicable for:** HAMBURG SÜD

Product ID: 00010

Equipment: 40' HC, FCL **Commodity:** CONSUMER PRODUCTS:FURNITURE

Charges Details

Charge	Rate / Basis	Floating	Effective Date	Expiry Date
OFREIGHT	1625.00 USD / CONTAINER	No		
BAF	235.00 USD / CONTAINER	Yes		30-JUN-2020
BAF	264.00 USD / CONTAINER	Yes	01-JUL-2020	
DOC F EX	450.00 CNY / B/L	Yes		
THC EX	916.00 CNY / CONTAINER	Yes		
CDC	35.00 USD / B/L	Yes		
EIF	110.00 CNY / CONTAINER	Yes		
SEAL PRO	30.00 CNY / CONTAINER	Yes		

Ocean Freight includes: ECA, ISPS CAR, ONCARR **Applicable for:** HAMBURG SÜD

Place Of Receipt	Port Of Loading	Transshipment Ports	Port Of Discharge	Place Of Delivery
PORT	XIAMEN, CN LINER IN	DIRECT ONLY	LOS ANGELES, US LINER OUT	CITY OF INDUSTRY, CA, US DOOR, TRUCK

Estimated Transit Time: 18 Days

Product ID: 00007

Equipment: 40' GP, FCL **Commodity:** CONSUMER PRODUCTS:FURNITURE

Charges Details

Charge	Rate / Basis	Floating	Effective Date	Expiry Date
OFREIGHT	1625.00 USD / CONTAINER	No		
BAF	235.00 USD / CONTAINER	Yes		30-JUN-2020
BAF	264.00 USD / CONTAINER	Yes	01-JUL-2020	
DOC F EX	450.00 CNY / B/L	Yes		
THC EX	916.00 CNY / CONTAINER	Yes		
CDC	35.00 USD / B/L	Yes		
EIF	110.00 CNY / CONTAINER	Yes		
SEAL PRO	30.00 CNY / CONTAINER	Yes		

Ocean Freight includes: ECA, ISPS CAR, ONCARR **Applicable for:** HAMBURG SÜD

Product ID: 00008

Equipment: 40' HC, FCL **Commodity:** CONSUMER PRODUCTS:FURNITURE

Charges Details

Charge	Rate / Basis	Floating	Effective Date	Expiry Date
OFREIGHT	1625.00 USD / CONTAINER	No		
BAF	235.00 USD / CONTAINER	Yes		30-JUN-2020
BAF	264.00 USD / CONTAINER	Yes	01-JUL-2020	
DOC F EX	450.00 CNY / B/L	Yes		
THC EX	916.00 CNY / CONTAINER	Yes		
CDC	35.00 USD / B/L	Yes		
EIF	110.00 CNY / CONTAINER	Yes		
SEAL PRO	30.00 CNY / CONTAINER	Yes		

Ocean Freight includes: ECA, ISPS CAR, ONCARR **Applicable for:** HAMBURG SÜD

Place Of Receipt	Port Of Loading	Transshipment Ports	Port Of Discharge	Place Of Delivery
PORT	YANTIAN, CN LINER IN	DIRECT ONLY	LONG BEACH, US LINER OUT	CITY OF INDUSTRY, CA, US DOOR, TRUCK

Estimated Transit Time: 14 Days

Product ID: 00013

Equipment: 40' GP, FCL **Commodity:** CONSUMER PRODUCTS:FURNITURE

Charges Details

Charge	Rate / Basis	Floating	Effective Date	Expiry Date
OFREIGHT	1625.00 USD / CONTAINER	No		
BAF	235.00 USD / CONTAINER	Yes		30-JUN-2020
BAF	264.00 USD / CONTAINER	Yes	01-JUL-2020	
DOC F EX	450.00 CNY / B/L	Yes		
THC EX	1706.00 CNY / CONTAINER	Yes		
CDC	35.00 USD / B/L	Yes		
EIF	0.00 CNY / CONTAINER	Yes		
CNT REL	45.00 CNY / CONTAINER	Yes		
SEAL PRO	30.00 CNY / CONTAINER	Yes		

Ocean Freight includes: ECA, ISPS CAR, ONCARR**Applicable for:** HAMBURG SÜD**Product ID:** 00014**Equipment:** 40' HC, FCL**Commodity:**

CONSUMER PRODUCTS:FURNITURE

Charges Details

Charge	Rate / Basis	Floating	Effective Date	Expiry Date
OFREIGHT	1625.00 USD / CONTAINER	No		
BAF	235.00 USD / CONTAINER	Yes		30-JUN-2020
BAF	264.00 USD / CONTAINER	Yes	01-JUL-2020	
DOC F EX	450.00 CNY / B/L	Yes		
THC EX	1706.00 CNY / CONTAINER	Yes		
CDC	35.00 USD / B/L	Yes		
EIF	0.00 CNY / CONTAINER	Yes		
CNT REL	45.00 CNY / CONTAINER	Yes		
SEAL PRO	30.00 CNY / CONTAINER	Yes		

Ocean Freight includes: ECA, ISPS CAR, ONCARR**Applicable for:** HAMBURG SÜD

Place Of Receipt	Port Of Loading	Transshipment Ports	Port Of Discharge	Place Of Delivery
PORT	YANTIAN, CN LINER IN	DIRECT ONLY	LOS ANGELES, US LINER OUT	CITY OF INDUSTRY, CA, US DOOR, TRUCK

Estimated Transit Time: 20 Days**Product ID:** 00021**Equipment:** 40' GP, FCL**Commodity:**

CONSUMER PRODUCTS:FURNITURE

Charges Details

Charge	Rate / Basis	Floating	Effective Date	Expiry Date
OFREIGHT	1625.00 USD / CONTAINER	No		
BAF	235.00 USD / CONTAINER	Yes		30-JUN-2020
BAF	264.00 USD / CONTAINER	Yes	01-JUL-2020	
DOC F EX	450.00 CNY / B/L	Yes		
THC EX	1706.00 CNY / CONTAINER	Yes		
CDC	35.00 USD / B/L	Yes		
EIF	0.00 CNY / CONTAINER	Yes		
CNT REL	45.00 CNY / CONTAINER	Yes		
SEAL PRO	30.00 CNY / CONTAINER	Yes		

Ocean Freight includes: ECA, ISPS CAR, ONCARR**Applicable for:** HAMBURG SÜD**Product ID:** 00022**Equipment:** 40' HC, FCL**Commodity:**

CONSUMER PRODUCTS:FURNITURE

Charges Details

Charge	Rate / Basis	Floating	Effective Date	Expiry Date
OFREIGHT	1625.00 USD / CONTAINER	No		
BAF	235.00 USD / CONTAINER	Yes		30-JUN-2020
BAF	264.00 USD / CONTAINER	Yes	01-JUL-2020	
DOC F EX	450.00 CNY / B/L	Yes		
THC EX	1706.00 CNY / CONTAINER	Yes		
CDC	35.00 USD / B/L	Yes		
EIF	0.00 CNY / CONTAINER	Yes		
CNT REL	45.00 CNY / CONTAINER	Yes		
SEAL PRO	30.00 CNY / CONTAINER	Yes		

Ocean Freight includes: ECA, ISPS CAR, ONCARR**Applicable for:** HAMBURG SÜD**Free Time**

Free Times for Trades and/or Products are as indicated below, or if not otherwise mentioned, as per Hamburg Süd Tariff.

Trade (Country) Product ID	Tariff Type (Equip. Group)	Direction	Size	Free Days	Public Holiday
EAST ASIA - NORTH AMERICA WEST COAST (CHINA)					
	DEMURRAGE + DETENTION	EXPORT	20'	7 calendar days	Included
	DEMURRAGE + DETENTION	EXPORT	40'	7 calendar days	Included

EAST ASIA - NORTH AMERICA WEST COAST (UNITED STATES)

DETENTION	IMPORT	20'	4 calendar days	Included
DETENTION	IMPORT	40'	4 calendar days	Included