Tariff Rule Filing Request

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| **Tariff Number** | **102** |
| **Rule Number** | **101** |
| **Rule Name** | **CONTRACT FORMAT/AVAILABILITY OF CONTRACT** |
| **Trade** |  |
| **Assessorial** |  |
| **Filing Date** | **2021/6/15** |
| **Effective Date** | **2021/7/15** |
| **Status** | **I** |
| **Expiration date** |  |

**Rule Content**

A. CONTRACT FORMAT:

SERVICE CONTRACT

This agreement is entered into between

(hereinafter called "Shipper") and YANG MING MARINE

TRANSPORT CORPORATION (hereafter called "Carrier")

for the transportation of commodities as set forth

in the commodity section herein.

1). ORIGIN:

2). DESTINATION:

3). COMMODITY:

4). MINIMUM QUANTITY:

Minimum ---\_\_\_\_\_\_\_\_TEU (Twenty Foot-Equivalent Units)

In total. And for this contract's purpose 1x40'or

1x40'HC container is equal to 2 TEUs.

5). SERVICE COMMITMENTS:

The Carrier agrees to make available during the

term of this contract vessel capacity adequate

to carry (1) The minimum quantity commitment of

cargo and (2) at Carrier's option any

additional cargo tendered by the Shipper

during the term of this contract. The Shipper

agrees that as far as possible cargo committed

under this contract will be shipped evenly

throughout the duration of the Contract. The

Shipper agrees to give fourteen (14) days

booking notice, if possible, but in general not

less than seven (7) days, to the Carrier.

6). CONTRACT RATES OR RATE SCHEDULE (IN US$):

6A). ASSESSORIALS:

7). LIQUIDATED DAMAGES OR NON-PERFORMANCE:

Please refer to FMC-102 Rule 108

8). DURATION OF THE CONTRACT:

From......... through ..............

Before the expiration date either party shall

have the right to unilaterally terminate this

contract by providing written notice of such

cancellation/termination provided always that

the minimum volume has been achieved.

9). AFFILIATES LIST:

10). SHIPPERS STATUS:

Pursuant to FMC regulation 46 CFR 581.4 and

581.11 Shipper by execution of this contract

certifies his shipping status and that of all

his affiliates authorized to utilize this

contract as \_\_\_\_\_\_\_\_.

11). RECORD MAINTENANCE:

Refer to FMC-102 Rule 104

12). OTHER PROVISIONS OF THE CONTRACT:

Please refer to FMC-102 Rule 101, 103, 105, 106,

107 and 109.

This Contract is Duly Signed at U.S.A. on the th day

of \_\_\_\_\_\_ by the Shipper & the Carrier.

**SHIPPER: CARRIER:**

(COMPANY NAME) (COMPANY NAME)

(FULL ADDRESS) (FULL ADDRESS)

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. AVAILABILITY OF CONTRACT

In the event that the Merchant acquires a company which

ships the same commodities covered under this contract,

the acquired company's tonnage may be included under the

contract, but only after the Merchant has submitted to

the Carrier documentary proof of the acquisition and the

Carrier, after review of such documentation, agrees in

writing to such inclusion. No deletions of any

affiliates or subsidiaries may be made from Schedule

A after the signing of the contract without the

specific written agreement of the Carrier.