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.