

CARRIER TO CARRIER AGREEMENT

Parties to the Agreement: Atlantic Shipping LLC

Purpose of the Agreement:

Given the need to consolidate cargoes to provide for efficient and economical transportation and given the need for prompt shipment and periodic shortages of containers and vessel space, the parties are entering flexibility and more assured transportation arrangement to the end that they may provide better service to their respective customers.

Terms of the Agreement:

1. This is a cooperative, non-exclusive working agreement between two non-vessel operating common carriers (NVOCCs), in which one carrier will share space on containers loaded by the other carrier on behalf of their respective shippers. This agreement is entered into in accordance with the rule of the Federal Maritime Commission (FMC) applicable on a Carrier-Carrier basis. Both parties have NVOCC bonds and tariffs on file at the FMC and have provided each other with copies of the respective tariff pages containing their NVOCC bond information.
2. Each of the parties agrees that it shall accept cargo tendered to it by the other party provided that space and containers are available or has been reserved or dedicated in advance by such other party.
3. The charge for shared space and the name or names in which the containers will be tendered to the vessel-operating common carrier will be determined prior to the loading of each container. Payment for the space shall be made within fifteen (15) days of the date the container is shipped. A receipt for cargo tendered for loading will be given upon request. This receipt shall not be considered as a bill of lading.
4. Procedures for reserving space, documentation, special handling instructions or requirements and other administrative matters relating to co-loading provided under the agreement shall be as the parties may from time to time agree in writing.
5. The parties agree that neither will be liable to the other for loss or damage to cargo in containers under this agreement unless such loss or damage is proximately caused by the negligence of one of the parties while the cargo is in that party's possession. In the event that such cargo is lost, damaged or delayed while outside the possession of either party, the parties shall look to the vessel operating carrier or other transportation service provider for compensation. In the event the cargo is tendered to the vessel-operating carrier or other parties, that party shall prosecute all claims on behalf of itself and as agent for the other party.



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6. No freight forwarder compensation shall be payable between the parties.
7. Neither party shall be deemed responsible for its failure to perform any term or condition of this agreement if such failure is due without limitation to civil commotion, invasion, rebellion, sabotage, hostilities, strikes, labor disputes, other work stoppage services, or any other cause whatsoever beyond the control of the party.
8. This agreement may be terminated at any time by either party on thirty (30) days written notice sent by facsimile, telex, email, or letter to the other.

Signature

Title

Company

Date

Signature

Title

Atlantic Shipping LLC

Company

Date