



## CARRIER-TO-CARRIER CO-LOADING AGREEMENT

### PARTIES TO THE AGREEMENT:

RCL Agencies, Inc. / Charter Container Line  
842 Clifton Avenue  
Clifton, NJ 07013  
Phone: (973) 779-5900  
Facsimile: (973) 779-6842 Company:

Address:

Telephone:

Facsimile:

### 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 into this Agreement to provide themselves with greater shipping flexibility and more assured transportation arrangements 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 each carrier will share space with the other. This agreement is entered into in accordance with the rules of the Federal Maritime Commission ("FMC") applicable to co-loading on a carrier-to-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 for co-loading and shall consolidate cargo tendered to it by the other Party provided that space is 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 carrier will be determined prior to the loading of each container. Payment for the space shall be made within twenty days of the date the container is shipped. A receipt for cargo tendered for co-loading will be given upon request. This receipt shall not be, and 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 this 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 co-loaded 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 transportation service provider in the name of only one of the Parties, that Party shall prosecute all claims on behalf of itself and as agent for the other Party.



(6) Both Parties agree to note the existence of their carrier-to-carrier co-loading agreements in their respective tariffs filed at the FMC. The NVOCC that tenders cargo for co-loading under this Agreement agrees to annotate the Bill(s) of Lading it issues to its shipper(s) for those shipments with the identity of the receiving NVOCC.

(7) Both Parties agree that this agreement in no way alters their respective normal commercial and legal responsibilities to their shippers. Each Party will independently solicit cargo under its own tariff, issue its own Bill of Lading and collect its own published tariff rates without regard to the rates of the other carrier. There shall be no revenue pooling or joint rate making.

(8) No freight forwarder compensation shall be payable between the Parties

(9) 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 stoppages, governmental acts, regulations or controls, acts of God, inability to obtain materials or services, or any other cause whatsoever, beyond the control of the Party.

(10) This Agreement may be terminated at any time by either Party on 30 days written notice sent by facsimile, telex or letter to the other.

Name:

Signature:

Title:

Date:

RCL Agencies, Inc. / Charter Container Line