**CONTAINER ROUND USE AGREEMENT**

This Agreement is made on ( **insert effective date** ) between :

**ONE XXX (insert ONE Local name)** (hereinafter referred to as “**ONE**” or “Owner”)

and

**ABC XXC Co. Ltd**. (hereinafter referred to as “**Operator**” or “User”).

**ONE** and **Operator** herein mutually agreed to the following terms and conditions for the container round use agreement.

**Container(s) Number(s):**

**Shipper:**

**Booking Number:**

**Vessel:**

1. Definition of Container Round Use
   1. "Container Round Use" means a container is used under following situation:

After the User imports cargo with ONE’s ocean container and sea transport services, the import container has cargo devanned by User or its agent without returning it in empty to ONE’s assigned facilities. Such container is further loaded with new cargo by User at their own arrangement and assigned for export shipment with ONE. The condition of such round used container has not been inspected by ONE before export cargo stuffing by User.

* 1. Containers applicable for Container Round Use must fulfill the following conditions:
     1. Only applicable to Standard Reefer Container of 20RF and 40RH
     2. User must obtain prior written permission from ONE for each import container intending for Container Round Use
     3. The containers must only be applied for carriage of goods by sea and their container numbers are identified in a Bill of Lading, issued by ONE or its affiliates.

1. Container Condition Check
2. When User uses an empty container for export by container round use, User shall perform the condition check of the empty container concerned, which should follow UCIRC standard.
3. Containers (not to be utilized for container round use) shall be returned to ONE depot at User’s risk and expense. When User discovers a defect or damage to a container, User is not allowed to repair, modify or change the conditions of the containers or doing whatsoever which affects the conditions of the containers, causing them changed from their original conditions.
4. If any container damage/defects are discovered at terminal or CY when full container gate in, ONE can request User to transload cargo to another sound condition container at User’s risk and expense without using the damaged container.
5. If any container damage /defects are discovered at terminal or CY when full container gate out, User shall not use such containers for Round Use, and shall return them to ONE depot after devanning at User’s risk and expense.
6. User shall be liable for the damage to the container occurred since full container gate out to when full container gate in.
7. Any damage or defect on machinery reefer are of total responsibility of the shipper and any Claims situation for machinery defect too.
8. Freetime
9. Upon advance permission by ONE, the User is allowed to keep possession of the Round Use Container imported from foreign countries at their local facility in order to remove any cargo out of the container and to store any new cargo for the next export shipment. The period of freetime for such possession is ( 10 ) calendar days.
10. In the event the User takes possession of the Round Use Container for a period exceeding the allowed freetime, the User is liable to ONE for detention charge as per ONE standard tariff.
11. Cargo Prohibition

User is not allowed to use the Round Used Container for other purposes apart from those informed to ONE, and for the carriage of the cargos which appear to be in the improper types and conditions for the operational use of the containers.

1. Sole Liability for Container Damages and Claims
2. The User is the sole party liable for any repair costs of the Round Used Container for its damage discovered after its redelivery.
3. If there is a claim for damage arising from the usage of the Round Used Container at the destination port, the User is the sole party liable for the damage that occurred, including any unseen damage and any expenses arising from the use of the said container.
4. Indemnity

User hereby agrees to release, protect, defend, indemnify and hold harmless ONE, its parent, subsidiary and/or affiliate companies, and their respective employees, officers, directors and agents (“Indemnities”) from and against any and all claims(including cargo claim), liability, causes of action, damages, losses or expenses (including without limitation, expenses in connection with any claim or suit, such as attorneys’ fees, court costs and other expenses), incurred by any Indemnities, whether arising from or in connection with the round use of container by User or not.

1. Duration and Termination
2. This agreement comes into force from the agreement date and valid for one year.
3. Following this period, this Agreement can be extended by tacit renewal for subsequent period of one (1) year unless either parties notify the other in writing of its intention to terminate the agreement 60days in advance.
4. If at any time ONE discovers that User breaches any clauses of the Agreement, ONE reserves the right to immediately cancel the carriage of goods that are carried through the Round Used Container. In addition, User has to return the containers to ONE within 15 calendar days from the date when ONE sends a notice, to User, requesting for terminating the Agreement. Then, User has to immediately pay for damages arising from breaching of the Agreement. If User returns the containers in delay, User agrees to pay a fine for USD50 per day until the containers have been returned to ONE in a good condition.
5. Applicable Law

This Agreement shall be governed by and under the Law of ( XXX Country of signing this agreement ). The court of ( XXX country ) shall have jurisdiction over all disputes, which may arise between the parties with respect to the execution, interpretation, and performance of this agreement.

IN WITNESS WHEREOF, the parties here to have caused this Agreement to execute in duplicate by duly authorized representatives of both parties.

For and on behalf of: For and on behalf of:

ONE XXX USER XXX CO., LTD.

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Name: Name:

Title: Title:

Date: Date:

**APPENDIX I**

. Detailed information over this document request for ONE container(s) reutilization from direct Import to Export shipments.

. The date of equipment reutilization will be considered the day on which this document is fully valid signed, and delivered to the ONE Carrier by any means, and confirmed in written by local Equipment ONE liable parties to the customer in return, which everything is in order for reutilization.

. Carrier system will be updated considering this above date, for demurrage & detention counting purposes and calculations.

* **PLEASE FULL FILL BELOW FIELDS:**

1. **IMPORT SHIPMENT DETAILS:**

Customer Name:

Import Bill of Lading:

Number of Container(s):

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1. **EXPORT SHIPMENT DETAILS:**

ONE Booking Number:

Container(s):

One Booking Number:

Container(s):

One Booking Number:

Container(s):

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