

Service Contract number: 08-05910

Amendment number: 009

Effective Date: March 24, 2017

the date it is duly filed with the U.S. Federal Maritime Commission

**NYK LINE (N.A.) Inc.
RO/RO Division
SERVICE CONTRACT**

Service Contract Title: NYK /KOMATSU AMERICA CORP.

Tariff(s) of General Applicability – FMC No. NYKS-157 (S/C- Service Contract Publication)

This contract is entered into by Nippon Yusen Kabushiki Kaisha (NYK Line). (“Carrier”) and KOMATSU AMERICA CORP. as an Agent for Komatsu Ltd. (Komatsu), (“Shipper”) and sets forth the agreement of Carrier and Shipper with respect to the transportation of cargo between ports and points in the United States, and worldwide ports and points specified in paragraph(s) one (1) and two (2).

1. ORIGIN

This contract applies to transportation of the commodities shown in paragraph 3 hereof by the Carriers from the following ports and shall be implemented on a berth term basis as follows:

Origins referenced within contract (contained in appendix 6.1 Rates).

2. DESTINATION

This contract applies to transportation of the commodities shown in paragraph 3 hereof by the Carriers to the following ports and shall be implemented on a berth term basis as follows:

Destinations referenced within contract (contained in appendix 6.1 Rates).

3. COMMODITIES

For the purpose of this Agreement, commodities shall be defined as:

Commodities referenced within contract (contained in appendix 6.1 Rates).

Komatsu Prime Product comprised of, but not limited to; Crawler Dozers, Crawler Loaders, Motor Graders, Hydraulic Excavators, Rear Dumps, Skid Steer Loaders, Tractor Loaders, Tractor Loaders – Backhoes, Wheel Loaders

4. MINIMUM QUANTITY OR PORTION

In consideration of the rates specified in paragraph 6 Shipper agrees to tender in accordance with and during the term of this Contract 1,000 CBM of the commodities described above to be transported in total between the ports and/or points set forth herein during the Term of this Contract as its Minimum Quantity Commitment (MQC). At Carriers’s sole discretion, the Shipper may tender to Carrier quantities of commodities in excess of the MQC.

5. CARRIER SERVICE COMMITMENTS

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 shipper during the term of this Contract. This service commitment is subject to the schedules and service patterns offered by Carrier. Shipper agrees to give not less than seven (7) days booking notice to the Carrier in advance of vessel arrival for any Contract shipments, except as may be agreed to by the Carrier on less notice.

6. CONTRACT RATES OR RATE SCHEDULE

In consideration of the minimum quantity or portion commitment made by the Shipper as specified in Paragraph 4, Carrier agrees to transport the commodities specified in Paragraph 3 from the Origins shown in Paragraph 1 to the Destinations shown in Paragraph 2 at the rates specified below:

6.1. RATES

USGX Service					
Commodity Description	POL	POD	Rate	Rate Type	Comments
Self-propelled cargos	Jacksonville, FL	San Antonio, Chile	\$66.00	w/m	ALL INCLUSIVE
Static	Jacksonville, FL	San Antonio, Chile	\$68.50	w/m	ALL INCLUSIVE
Self-propelled cargos	Jacksonville, FL	Iquique, Chile	\$66.00	w/m	ALL INCLUSIVE
Static	Jacksonville, FL	Iquique, Chile	\$68.50	w/m	ALL INCLUSIVE
Self-propelled cargos	Jacksonville, FL	Guayaquil, Ecuador	\$55.00	w/m	ALL INCLUSIVE
Static	Jacksonville, FL	Guayaquil, Ecuador	\$58.50	w/m	ALL INCLUSIVE
Self-propelled cargos	Jacksonville, FL	Callao, Peru	\$55.00	w/m	ALL INCLUSIVE
Static	Jacksonville, FL	Callao, Peru	\$68.50	w/m	ALL INCLUSIVE
Self-propelled cargos	Jacksonville, FL	(Colon) MIT, Panama	\$55.00	w/m	ALL INCLUSIVE
Static	Jacksonville, FL	(Colon) MIT, Panama	\$58.50	w/m	ALL INCLUSIVE
USCX Service					
Commodity Description	POL	POD	Rate	Rate Type	Comments
Self-propelled cargos	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Zarate, Argentina	\$55.00	w/m	All Inclusive (via MIT, Panama)
Static	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Zarate, Argentina	\$65.00	w/m	All Inclusive (via MIT, Panama)
Self-propelled cargos	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Cartagena, Colombia	\$50.00	w/m	ALL INCLUSIVE
Static	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Cartagena, Colombia	\$63.00	w/m	ALL INCLUSIVE
Self-propelled cargos	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Santa Marta, Colombia	\$50.00	w/m	ALL INCLUSIVE
Static	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Santa Marta, Colombia	\$63.00	w/m	ALL INCLUSIVE
Self-propelled cargos	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Aruba	\$65.00	w/m	All Inclusive (via MIT, Panama)
Static	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Aruba	\$75.00	w/m	All Inclusive (via MIT, Panama)
Self-propelled cargos	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Curacao-Williamstead	\$65.00	w/m	All Inclusive (via MIT, Panama)

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Amendment number: 009

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Static	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Curacao- Williamstead	\$75.00	w/m	All Inclusive (via MIT, Panama)
Self-propelled cargos	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Puerto Limon, Costa Rica	\$42.00	w/m	ALL INCLUSIVE
Static	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Puerto Limon, Costa Rica	\$56.00	w/m	ALL INCLUSIVE
Self-propelled cargos	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Puerto Cortes, Honduras	\$42.00	w/m	ALL INCLUSIVE
Static	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Puerto Cortes, Honduras	\$56.00	w/m	ALL INCLUSIVE
Self-propelled cargos	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Santo Tomas de Castilla, Guatemala	\$42.00	w/m	ALL INCLUSIVE
Static	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Santo Tomas de Castilla, Guatemala	\$56.00	w/m	ALL INCLUSIVE
Self-propelled cargos	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Veracruz, Mexico	\$50.00	w/m	ALL INCLUSIVE
Static	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Veracruz, Mexico	\$70.00	w/m	ALL INCLUSIVE
Self-propelled cargos	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Santos, Brazil	\$53.00	w/m	All Inclusive (via MIT, Panama)
Static	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Santos, Brazil	\$65.00	w/m	All Inclusive (via MIT, Panama)
Self-propelled cargos	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Vitoria, Brazil	\$53.00	w/m	All Inclusive (via MIT, Panama)
Static	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Vitoria, Brazil	\$65.00	w/m	All Inclusive (via MIT, Panama)
Self-propelled cargos	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Paranagua, Brazil	\$53.00	w/m	All Inclusive (via MIT, Panama)
Static	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Paranagua, Brazil	\$65.00	w/m	All Inclusive (via MIT, Panama)
Self-propelled cargos	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Montevideo, Uruguay	\$93.00	w/m	All Inclusive (via MIT, Panama & Zar Argentina)
Static	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Montevideo, Uruguay	\$105.00	w/m	All Inclusive (via MIT, Panama & Zar Argentina)
Self-propelled cargos	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Asuncion, Paraguay	\$93.00	w/m	All Inclusive (via MIT, Panama & Zar Argentina)
Static	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Asuncion, Paraguay	\$105.00	w/m	All Inclusive (via MIT, Panama & Zar Argentina)
Self-propelled cargos	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	(Colon) MIT, Panama	\$42.00	w/m	ALL INCLUSIVE
Static	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	(Colon) MIT, Panama	\$56.00	w/m	ALL INCLUSIVE
Self-propelled cargos	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Puerto Cabello, Venezuela	\$50.00	w/m	All Inclusive (subject to schedule a inducement)

Service Contract number: 08-05910

Amendment number: 009

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Static	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Puerto Cabello, Venezuela	\$63.00	w/m	All Inclusive (subject to schedule a inducement)
Self-propelled cargos	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Santo Domingo, Dominican Republic	\$55.00	w/m	ALL INCLUSIVE
Static	Jacksonville, FL / Tampa, FL / Port Canaveral, FL	Santo Domingo, Dominican Republic	\$70.00	w/m	ALL INCLUSIVE

6.2. OTHER TERMS

The rates are on Berth Terms at both ends, basis one port loading and one port discharging.

6.3. ACCESSORIALS

In addition to the rate schedule set forth in 6.1 through 6.2 hereof, shipments of cargo under this contract shall, except as otherwise expressly provided herein, be subject to all other charges, rules, regulations, terms and conditions as are or may be published, in and effective under Tariff FMC No. 156 , and are hereby incorporated in this Contract by reference.

The rates are on Berth Terms at both ends, basis one port loading and one port discharging.

7. LIABILITY

The sole liability of the Carrier for its performance under this Contract shall be for the marine damage it has caused but always subject to the limitations afforded Carrier under its Bill of Lading and under the U.S. Carriage of Goods by Sea Act.

8. BILL OF LADING

The terms and conditions of the Carrier's Bill of Lading shall apply. All signed Bills of Lading must be issued to Shipper within next working day after completion of loading. In the event of conflict between the terms of the Bill of Lading and this Contract, the terms of this Bill of Lading shall prevail.

9. DURATION OF CONTRACT

This contract shall become effective on July 1, 2010 or the date it is duly filed with the U.S. Federal Maritime Commission, whichever is later, and shall expire on April 30, 2018.

Either party may terminate this Contract by providing at least sixty (60) days prior written notice to the other party.

10. VESSELS

As per Carrier schedule.

11. SHIPMENT SCHEDULING

As per Carrier schedule.

12. ARBITRATION

Any dispute or conflict between the parties arising out of this Contract or its interpretation shall be resolved by arbitration in New York, New York, in accordance with the Federal Arbitration Act, 9 U.S.C. s 1 et seq., as amended.

13. CHOICE OF LAW

The laws of the United States including the Carriage of Goods by Sea Act shall govern, and, to the extent the laws of the United States are not applicable, then the laws of the State of New York shall apply.

14. RECORDS

Each party shall maintain, for a period of not less than (5) years, records satisfactory to the other party demonstrating compliance with its obligations under this Contract. Each party also shall, to the extent required by U.S. Federal Maritime Commission regulations, make such records reasonably available to the other for purposes of audit. Such records shall be made available to the holder's place of business (within the United States) for audit during normal working hours.

15. NOTICES

All notices, requests and other communications shall be in writing and shall be deemed to have been duly given if delivered by hand, mailed by registered mail with postage prepaid, return receipt requested, or sent via electronic or facsimile transmission, properly acknowledged; and addressed as follows:

To Shipper: Komatsu America Corp. (Attention: General Manager)
 409 Signal Mountain Road Chattanooga, TN 37405

 With copy to: Komatsu America Corp. (Attention: Legal Dept.)
 1701 Golf Road, Suite 1-100 Rolling Meadows, IL 60069 USA

To Carrier: NYK LINE (N.A.), INC. (RO/RO Division)
 On behalf of Nippon Yusen Kabushiki Kaisha
 300 Lighting Way Secaucus, N. J. 07094
 Mr. John Grbic - Sr. Director, Trades - RO/RO Division

For Nippon Yusen Kabushiki Kaisha
 Yusen BLDG., 3-2 Marunouchi Chiyoda-Ku Tokyo, Japan

16. CONFIDENTIALITY

Each Party acknowledges that in the course of performance of its obligations pursuant to this Contract, such party, may obtain confidential and/or proprietary information of the other Party. "Confidential Information" includes: the parties' trade secrets; financial information, including pricing; technical information, including research, development, procedures, algorithms, data, designs, and know-how; business information, including operations, planning, marketing interests, and products; the existence of this Contract; any information designated as confidential in writing or identified as confidential at the time of disclosure if such disclosure is verbal or visual; and any copies of the prior categories or excerpts included in other materials created by the Recipient Party. Each Party agrees that a Recipient Party shall use the same means it uses to protect its own confidential and proprietary information, but in any event not less than reasonable means to prevent the disclosure and to protect the confidentiality of the Confidential Information. further, the Recipient Party shall only use the confidential information for the purposes of this Contract, and shall not disclose the confidential information without the prior written consent of the other Party. This provision shall not apply to Confidential Information which is: (a) is in the public domain at the time it is disclosed or becomes a matter of public knowledge through no fault of a Recipient; or (b) is known, as demonstrated by written documentation, to the Party Receiving it at the time of disclosure; or (c) is rightfully received by a Recipient from a source other than the Disclosing Party without a duty of confidentiality; or (d) is independently

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developed, separate from the activities undertaken pursuant to this Contract, and such development can be verified through sufficient written documentation. in the event a Recipient is confronted with legal action to disclose Confidential Information received under this Contract, the Recipient shall promptly notify the Discloser in writing and shall reasonably assist the Discloser in obtaining a protective order requiring that any portion of the Confidential Information required to be disclosed be used only for the purpose which a court issues an order, or for such other purpose as required by law.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed by their respective representatives on this Effective Date:

Shipper
KOMATSU AMERICA CORP.

Carrier
NYK LINE (N.A.), INC. (RO/RO Division)
Nippon Yusen Kabushiki Kaisha

Name: Bill Chimley

Tomohiro Hosaka

Title: General Manager
Address: 409 Signal Mountain Road
Chattanooga, Tennessee 37405

Vice President
300 Lighting Way
Secaucus, N.J. 07094

By executing this Contract, Shipper certifies that its status, and that of any of its affiliates authorized to ship cargo under this contract is (check appropriate box): The legal name(s) and business address(es) of affiliates to the contract must be listed. In the absence of this list Shipper certifies that such information will be provided to the U.S. Federal Maritime Commission upon request within ten (10) business days.

NVOCC _____
Shippers' Association _____
Owner of Cargo X

Affiliate subsidiaries of Shipper covered under this Contract: Not applicable