

LETTER OF INDEMNITY FOR RELEASE CARGO
WITHOUT PRODUCTION OF THE ORIGINAL BILL OF LADING

Date:

To: Yang Ming Marine Transport Corp.,
and/or the offices/agents of the Carrier
and/or the provider, owner, operator of the M.V. _____

B/L NO.	CONTAINER NO. AND SEAL	NUMBER OF PACKAGE OR CONTAINERS	DESCRIPTION OF PACKAGES AND GOODS

The above cargo was shipped on the above ship by _____ and
(insert name of Shipper)
consigned to _____ for delivery at the
(insert name of Consignee or party to whose order the bill of lading is made out, as appropriate)
port of _____ but the bill(s) of lading have not yet arrived.
(insert name of discharge port stated in the bill of lading)

We, hereby request you to deliver the said cargo to _____ (us) without
(insert name of party to whom delivery is to be made)
production of the original bill of lading.

In consideration of your complying with our above request, we hereby agree as follows:

1. To indemnify you, your servants and agents, and the vessel named above, and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which you may sustain by reason of delivering the cargo in accordance with our request.
2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the ship proceeding and giving delivery of the cargo as aforesaid, to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with the delivery of the cargo as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ships registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.
4. As soon as all original bills of lading for the above cargo shall have come into our possession, to deliver the same to you, or otherwise to cause all original bills of lading to be delivered to you, whereupon our liability hereunder shall cease.
5. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.
6. This indemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of London, England.
7. In addition to this letter of indemnity, we shall procure and deliver to you prior to the release of cargo a bank guarantee or cash in your favor for an amount _____ (at least 110% of the CIF value of the cargo).
8. We further undertake and agree that no statement relating to the contents, quality, quantity, weight, numbers marks and/or value of the packages inserted herein shall limit in any way our joint and several liabilities hereunder.

Yours faithfully,
For and on behalf of

For and on behalf of

(The Requestor)

(Banker)