

LETTER OF INDEMNITY

To:

Vessel:

Voyage:

Bill of Lading:

Cargo¹:

Dear Sirs,

We hereby request you to ship the above cargo on the MSC Vessels consigned to

for delivery at the port of

We undertake without reservation of any kind at our risk to ensure that the cargo is loaded, stuffed, secured, lashed, chocked, dunnaged, or otherwise stored inside the container in a manner suitable for ocean carriage in accordance with all regulations related to the transport of this specific goods. All quality test, ventilation and packaging procedures including probation period were due diligently followed.

All measures to prevent for handling at load & discharge ports, intermediate ports, carriage by truck and rail and in such a way as to ensure that there is no movement of the cargo which might cause damage to the cargo itself, the container, affect the stability of the container or be a threat to any property or persons.

Our undertaking above is not delegable and we agree to accept full responsibility hereunder even if the actual loading of the cargo as aforesaid is carried out on our behalf by others pursuant to our instructions.

We further acknowledge that the undertakings herein are in addition to any and all responsibilities we may have as shipper under the MSC bill of lading issued for the said cargo.

¹ cf. Manifest attached for complete description of cargo

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

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which occurs as a result or consequence of any failure by us to comply with our undertakings above which you may sustain by reason of carrying 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 any failure by us to comply with our undertakings above to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with any failure by us to comply with our undertakings 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. 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.
5. 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 Justice in England.)
6. We also warrant that we have and will maintain insurance cover in respect of any liabilities arising under this indemnity and the undertakings and obligations herein in the amount and on the terms attached.

Yours faithfully,

(As booking and agents for and on behalf of)

(Joint and several insured party)