

LETTER OF INDEMNITY

M/V _____ Voyage _____
Booking _____ Bill of Lading _____
Container no: /40' HC _____
Place of acceptance: _____
Port of loading: _____
Port of discharge: *** POD ***
Description of cargo: _____
Consignee: _____

1. We the undersigned, as Shippers of the shipment indicated into the object, herewith warrants that all Cargo and or bookings relating thereto are correctly declared, that all necessary licenses are in place and especially that they are not contaminated or contain materials which are defined as Dangerous Goods under the current IMDG Code, unless specifically booked by us and accepted by the CARRIER as dangerous goods shipment.
2. WE further warrants that all Cargo is in full compliance with all national and international laws and regulations.
3. CARRIER reserves the right to refuse any bookings relating to Cargo at any time and given just cause.
4. WE agrees to indemnify the CARRIER, its servants, agents, the Vessel, her owner or (bareboat-) charterer, operator and the master, and to hold all of them harmless in respect of any liability, loss, damage or expense of whatsoever nature which may be sustained in relation to or in connection with any mis-declaration, insufficient securing and/or non-compliance of Cargo.
5. By signing the present Letter of Indemnity guarantee our full liability for the cargo contained into the subject container and to use our best effort with the Consignee for the withdrawal of the container, at the port of destination, in due time.
6. In the case the container cannot be cleared within 30 days from the discharge date at the Port of Haiphong, we hereby agree as follows:
 - 6.1 to pay all the costs (including but not limited to customs fines, fees, charges etc.) incurred at the Port of discharge;
 - 6.2 to arrange directly the return of the cargo to the Port of Loading;
 - 6.3 to pay to Hapag-Lloyd all the freights and all the other charges accrued for the returning of the container at Port of loading;
 - 6.4 to collect and accept the cargo directly upon arrival at the Port of Loading.

To this effect, a bank guarantee in favor of Hapag-Lloyd, for the amount of \$ 6.000,00 for each container transported, will be opened before the booking processing to guarantee the payment of all the above costs.

It is agreed that these responsibilities and the indemnity is given in addition to and shall not in any way limit our liability under the Carrier's Bill of Lading and/or Sea Waybill Terms and Conditions.

Date: __/__/__

Signature: _____