USA & CANADA Use; Letter Head of the Requestor

Letter of Indemnity for THE ORIGINAL NEGOTIABLE (ORDER) BILL OF LADING

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﹝insert name of Shipper﹞and consigned to ﹝insert name of Consignee or party to whose order the bill of lading is made out, as appropriate﹞for delivery at the port of﹝insert name of discharge port stated in the bill of lading﹞but the bill(s) of lading have not yet arrived or the original bill(s) of Lading/Document(s) of Title have been lost. We, hereby request you to deliver the said cargo to﹝insert name of party to whom delivery is to be made﹞

\* Please tick below checkbox according to your requirement:

WITHOUT BILL OF LADING OR OTHER DOCUMENT OF TITLE, or

AGAINST RE-ISSUED/SUBSTITUTE BILL OF LADING OR OTHER DOCUMENT OF TITLE

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 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 ship’s 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. 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
7. This indemnity shall be governed by and construed in accordance with Laws of the State of New Jersey and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the federal courts of the United States of America located in the District of New Jersey.
8. Where this indemnity has been countersigned by a bank, the Bank shall join in this undertaking/indemnity agreeing to its terms & conditions.
9. Unless this letter of indemnity is countersigned by a bank,, we shall additionally procure and deliver to you prior to the release of cargo a bank guarantee, cash or standby letter of credit in your favor for an amount (at least 110% of the CIF value of the cargo,)..

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Yours faithfully,

For and on behalf of For and on behalf of

Company Bank

Name Name

Title Title

Date Date

(The Requestor) (The Bank)