

Letter of Indemnity

To: COSCO Shipping Lines (UK) Limited
(as agents for the Carrier Coscon Shanghai and MV *(insert name of ship)* *(Insert address)*
(Insert date)

Dear Sirs

Vessel Voy No:

Port of Loading: Port of Discharge:

Place of Delivery.....

Bill(s) of Lading No(s):

Container No (s) :

Description of Goods

We (full style of the shipper) confirm and hereby authorize a telex release of the above mentioned consignment / containers / cargo for which we surrender all sets of original B/L's (duly endorsed) and hereby request you to release the said cargo / container to:
(Insert name and full style address, tell/fax/email of party to whom delivery is to be made) at (insert place where delivery is to be made) without 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 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 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 however), 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. If the place at which we have asked you to make delivery is a container terminal, Depot, warehouse, Port, Bulk liquid or gas terminal or facility, or another ship, lighter or barge, then delivery to such terminal, facility, ship, lighter or barge shall be deemed to be delivered to the party to whom we have requested you to make such delivery.
5. If the named consignee in the letter is not available or rejected or is not able to take delivery of the shipment in 15 days from the day when the shipment was discharged in discharging port we agree that you could sell or dispose the shipment at any time and we agree to indemnify and hold the carrier harmless for any liability and the cost and/or any expense for the sale or disposal.
6. 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.
7. 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 of England.

Yours faithfully
For and on behalf of
(Insert Full name of Requester, Title and Company Stamp) The
Requester

Signature