

# Please print with actual consignee's letterhead

## **STANDARD FORM LETTER OF INDEMNITY TO BE GIVEN IN RETURN FOR DELIVERING CARGO WITHOUT PRODUCTION OF THE ORIGINAL BILL OF LADING**

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Date [insert apply date]

To : **TS CONTAINER LINES PTE. LTD./TEH SHIPPING LINES CO. LTD.** (please choose the one who issue B/L), their agents / affiliates both at port of loading and discharging, the carrier, the owners of the [insert name of ship]  
c/o : [insert agent's name & address]

Dear Sirs

Ship: [insert name of ship]

Voyage: [Insert Voyage No. as stated in the bill of lading]

POL: [insert loading ports as stated in the bill of lading]

POD: [insert discharging ports as stated in the bill of lading]

Shipper: [insert name of shipper as stated in the bill of lading]

Consignee: [insert name of consignee as stated in the bill of lading]

Cargo: [insert description of cargo as stated in the bill of lading]

Bill of lading: [insert identification numbers, date and place of issue]

The above cargo was shipped on the above ship by Shipper and consigned to Consignee for delivery at the POD but the bill of lading has not arrived. The Consignee, as the requestor, and the undersigned Bank hereby jointly and severally request you to deliver the said cargo to consignee at POD 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. To pay you, your servant and agents any and all freight or other charges upon said cargo that may be due either here or which may have been unpaid by the shippers at POL.
3. 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.
4. 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

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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.

5. 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.
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 the laws of Hong Kong and each and every person liable under this indemnity shall at your request submit to the Hong Kong International Arbitration Centre.
8. 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 \_\_\_\_\_ (120% of cargo value).
9. 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,

The Requestor

Guarantor

.....  
(Authorized Signature)  
For and on behalf of  
[Insert name of Requestor/Consignee]  
[Insert address& telephone number]

.....  
(Authorized Signature)  
For and on behalf of  
[Bank]  
[Insert address& telephone number]