

**LETTER OF INDEMNITY**

TO BE GIVEN IN RETURN FOR ACCEPTING BOOKING TO LUANDA AND ALLOWING MERCHANT HAULAGE OF CARRIER'S OWNED CONTAINERS FROM PORT OF LUANDA TO CONGO D.R.C.

In favor of Hapag-Lloyd AG, Hamburg, Germany

[insert date]

The Carrier

c/o Hapag-Lloyd

[insert address of local HL office]

Dear Sirs,

Vessel: [insert name of vessel]

Shipper: [insert name of shipper]

Consignee: [insert name of consignee]

Voyage: [insert voyage no. and load and discharge ports as stated in the Bill of Lading]

Cargo: [insert description of Cargo]

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

The above Cargo is intended to be shipped on the above Vessel 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 Luanda, but we [insert name of requesting party], hereby request you to allow us to take the container(s) out of Luanda city limits, and under Merchant Haulage to Congo D.R.C.

In consideration of your complying with our above request, we hereby agree to the following indemnity (hereinafter referred to as "Indemnity"):

1. All costs, risk and liability of the Carrier ceases on discharge from the above-mentioned vessel at the port of Luanda.
2. We, the Merchant, assume all costs, risks and liabilities from time of discharge at Luanda up to and including empty redelivery of the Carrier's container(s) to a depot designated by the Carrier's agents.
3. To indemnify you, your servants, agents, the Vessel, her owner or (bareboat-) charterer, operator and the master, and to hold all of you harmless in respect of any liability, loss, damage delay or expense of whatsoever nature which you may sustain by reason of complying with our request.
4. 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 promptly on demand with sufficient funds to defend the same.
5. If, in connection with the delivery of the Cargo as aforesaid, the Vessel, or any other vessel 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 vessel's registry or otherwise howsoever), to provide promptly on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such vessel or property or to remove such interference and to indemnify you, your servants, agents, the Vessel, her owner or (bareboat-) charterer, operator and the master, 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.
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. In addition to all the obligations under this Letter of Indemnity we herewith confirm and accept to be bound by the terms and conditions of the Bill of Lading issued. This Letter of Indemnity shall be governed by and construed in accordance with German law and we submit to the jurisdiction of the Hamburg courts which is exclusive safe for Hapag-Lloyd deciding in its sole discretion to instigate proceedings against us before another court which is competent pursuant to the laws applicable before such court.

Yours faithfully

For and on behalf of the Requestor

[insert name of Requestor]

Company Stamp of the Requestor

.....  
Signature

[Print Name of duly authorized representative signing for the Requestor]