

LETTER OF INDEMNITY SUITABLE TO BE ADAPTED TO COVER VARIOUS NON STANDARD SITUATIONS (NO BANK)

date

To: Hapag-Lloyd AG

Ballindamm 25 20095 Hamburg

Dear Sirs

Intend Vessel: [vessel name / voyage number]

Voyage: [POL/POL]

Cargo: [description of cargo]

Bill of lading: [HLCULIVnnnnnnnnn]

We, [company name], hereby request you to accept a container part loaded at

[first load point address] with [number of packages and description of cargo]

before proceeding to

[second load point address] to load [number of packages and description of cargo].

The container is to be sealed/resealed following the initial part loading and the second complete loading. Furthermore, the cargo is to be safely and securely stowed at all times.

In consideration of your complying with our above request, we hereby agree as follows:

- 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 complying with our request.
- In the event of any proceedings being commenced against you or any of your servants or agents, in connection with your complying with our request as aforesaid, to provide you or them on demand with sufficient funds to defend the same.
- 3. If, in connection with your complying with our request 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. 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.
- 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
[company name]
Signature

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