LETTER OF INDEMNITY

**Taking of samples w/o presentation of OBL**

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]*

*CIF Invoice Value of Goods: [insert CIF Invoice Value of Goods]*

In consideration of HAPAG-LLOYD agreeing to, on an exceptional basis, allow our request to open and inspect the above referenced container(s) of Messrs. ……………………… and for sampling purposes at the Port of …………………. We the Shipper …………………. hereby undertake and agree that we shall:

1. Appoint a surveyor at our cost and expense to undertake sampling of the cargo and provide HAPAG-LLOYD with a copy of the surveyor’s report also at our cost and expense; and also assume cost of surveyor assigned by HAPAG-LLOYD to witness taking of samples.
2. 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 or expense of whatsoever nature which you may sustain by reason of opening and inspection the Cargo for sampling.
3. Will indemnify HAPAG-LLOYD its corporate affiliates, officers, directors and employees from any and all liabilities including any claim for pilferage, seal discrepancy, contamination and/or delay in connection with or resulting from our request to open and inspect the cargo for sampling.
4. In the event of any proceedings being commenced against HAPAG-LLOYD or any of HAPAG-LLOYD’s servants or agents in connection with the inspection/sampling as aforesaid, we will provide you or them on demand with sufficient funds to defend the same and;
5. In the event cargo is refused by the consignee and/or remains uncleared, to pay all accrued charges including storage and demurrage charges and to make the necessary so that carrier’s equipment is returned in due course empty, clean and undamaged as stated on Bill of Lading clauses.
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.
8. In case that cargo is rejected by the Italian Health Authorities, we guarantee to pay all destination port charges and all other charges , as well as freight charges to ship cargo back to Argentina.

With reference to the above subject we request you to allow Consignee or his customs forwarder to open container/s:

\_\_\_\_\_\_\_\_ without the presentation of Original Bills

We\_\_\_\_\_\_\_ as Shipper/Exporter of the cargo loaded inside mentioned unit , expressly agree that in case taking of samples and relative test would have been not in accordance with cargo`s requirements according to UE Rules and Laws and/or for any unpredictable reasons goods would have been rejected for Import in UE and/or by intended Receiver/Consignee Party we `ll fully release Messers Hapag Lloyd AG and/or Hapag Lloyd AG c/o Hapag Llloyd Italy SRL as Agent, for any possible extra costs arising like port storage cost and/or any liability , taking ourselves the responsibility to bear mentioned possible costs and/or possible charges for export cargo at origin and/or in a other country

Yours faithfully

For and on behalf of the Requestor (shipper ) Company Stamp of the Requestor

*[insert name of shipper ]*