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LETTER OF INDEMNITY

(Undertaking for acceptance of different types of Cargo in the same reefer container)

In favor of Hapag-Lloyd AG, Hamburg, Germany
The Carrier
c/o Hapag-Lloyd
[insert address of local HL office]

[insert date]

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

We represent and warrant that we are entitled to the possession of the Cargo and delivery thereof and no other person, firm or cooperation is so entitled.

The above Cargo is intended to be shipped by Carrier on the above Vessel for delivery at the port of [insert name of discharge port stated in the Bill of Lading].

The Carrier has informed the Merchant that the mixing of different types of Cargo in the same container may lead to cargo deterioration since each living organic Cargo may require different recommendations on settings (set point, humidity, ventilation) and each cargo may have different levels of ethylene sensitivity and ethylene production. We are aware that the Cargo may suffer damages due to the mixing of two different Cargo in this container.

We agree that Carrier will not assume any liability for the pre-condition of the Cargo or any other claims arising out of the Cargo condition or this request including but not limited to demurrage, detention, storage costs arising from non-compliance with required protocol temperatures, and that Carrier will not accept any such cargo claim. Carrier will remain responsible for the proper functioning of the reefer unit whilst the cargo is in the care and custody of Carrier, but the burden of proof that the cargo was provided to Carrier in an undamaged condition shall remain with us.

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

1. 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 or expense of whatsoever nature which you may sustain by complying with our request.
2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the release of said temperature data for above mentioned container unit, to provide you or them promptly on demand with sufficient funds to defend the same.
3. 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.
4. 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 or Sea Waybill 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 (shipper or consignee)
[insert name of shipper or consignee]

Company Stamp of the Requestor

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