

Letter of Indemnity

To: MAERSK SINGAPORE PTE LTD
1 Paya Lebar Link, #13-01 Paya Lebar Quarter,
Singapore 408533

Dear Sirs,

This letter of indemnity is valid for a period of 6 (six) months ending _____ (date/month/year) covering all bookings placed with your good company within this period of time.

We, xxxxxxxxxxxxxx, on behalf of zzzzzzzzzzzzzzzzzzz, being the owner of the Shipper Owned Containers (SOC) hereby request that Sealand Maersk Asia Pte. Ltd. to accept our bookings without providing below information at time of placing bookings.

1. Container Number:
2. Details of CSC plate:

We hereby agree and undertake the following:

1. We, the undersigned, hereby confirm that the CSC-Plates are attached to all SOC Containers that we shall present for shipment during the period of validity of this LOI.

2. We further declare that all SOC so presented will have undergone inspection in compliance with The International Conventions for Safe Containers (CSC), and will in all aspects comply with the provisions of Marine Order Part 44 Safe Containers or any other similar reference applying in the country of loading and/or destination. For the purpose hereof SOC means a container used for the carriage of cargo owned, leased or otherwise used and operated by us and carried by Sealand Maersk Asia as part of any contract of carriage of cargo.

3. In respect of any loss or damage to the SOC for which Sealand Maersk Asia may be found or held liable, it is hereby agreed that the SOC is deemed to form part of the cargo description in the relevant Sealand Maersk Asia bill of lading or other transport document, and accordingly any such liability will be subject to the same defenses, exemptions, exclusions and limitations of liability as apply to the cargo itself.

4. Furthermore, we hereby undertake to indemnify and hold Sealand Maersk Asia fully harmless against any claims, liability, loss, damage, fines, taxes, penalties, charges, costs and expenses whatsoever arising as a consequence of any breach of our undertakings in this Letter of Indemnity.

5. We hereby undertake to indemnify Sealand Maersk Asia and hold you harmless in respect of any liability, loss or damage, interest, costs and expenses of whatsoever nature which you may sustain by reason of our inability to furnish the necessary documents/information (thus resulting in the containers not being loaded on the intended vessel).

6. We agree to hold Sealand Maersk Asia harmless for any exception of this shipment, and agree that the carrier should not recognize or accept any responsibility or liability for the shipment if the cargo is to be detained/rejected/fined by respective parties and shall not accept any claims on this account.

7. We will provide, within 3 working days upon being asked by Sealand Maersk Asia , container safety related document such as, but not limited to, CSC (Container Safety Convention) details, latest safety inspection report and valid container certificate

The law and jurisdiction applicable to this Letter of Indemnity shall follow the law and jurisdiction applicable to the Sealand Maersk Asia bill of lading or other transport document issued in respect of the cargo in the respective SOC.

Note:

All containers must have a valid CSC plate, be of ISO dimensions and must have a unique and recognizable container number printed on the unit. And it is important that the unit must be able to be lifted by container spreader using the ISO lifting castings.

Customer Name :

Customer Stamp:

Authorized Signatory name:

Signature:

Date: