

Letter of Indemnity (FR/OT)

To: T.S. Lines Ltd., T.S. Lines (Japan) Ltd., Teh Shipping Lines Co., Ltd., their affiliated enterprises and agents at POL/POD.

Date:

S/O No.:

Vessel/ Voyage No.:

Port of Loading/ Port of Discharging:

Bill of Lading No.:

Container No. / Type:

Description of the Goods:

Measurement of OOG Cargo: (please insert length/width/height)

We, _____ are the shipper of above goods loading into your open top / flat rack container (please choose the one as appropriate) and hereby guarantee that the canvas covered on our goods in OT container / on FR container (please choose the one as appropriate) is arranged by ourselves, with proper function of waterproof and rainproof, also the stowage, lashing and securing of our goods in OT container / on FR container (please choose the one as appropriate) is sufficient, adequate and suitable for shipping by sea. We further ensure that the canvas, TIR wire rope and other reinforcement tools which used to covered/secured our goods if provided by your company will also return to you together with the container(s) all in sound condition. We agree that your company can also evaluate our method to stow, secure, cover our goods in OT container / on FR container (please choose the one as appropriate) and so to reject, at your sole discretion, our goods loading on board if it is not meet your requirement.

Considering your acceptance to carry our goods in OT container / on FR container (please choose the one as appropriate), we hereby unconditionally and irrevocably guarantee as follows:

1. We undertake to hold you, your servants and agents harmless and keep all of you indemnified against all claims in respect of the injury to or death of any person, damage to container/ cargo/ vessel and/or whatsoever resulting from our consignment.
2. We also undertake to indemnify you all the costs, charges, fines, penalties, liabilities, loss, damage or whatsoever nature you may sustain directly or indirectly because of the above consignment on board the vessel, including but not limited to the costs to discharge the cargoes, extraordinary handling costs, and/or the cost incurred for moving/ re-lashing/resetting the canvas on the cargoes on board, and/or the costs of remain on board to the loading port, and loss of containers/ cargoes/ hull/ facilities damage resulting from this consignment.

3. If the cargoes should be disposed by the orders and/or instructions of the Customs and/or any other governmental authorities at any place, we undertake to comply with the orders/ instructions for the purpose to hold you, your servants and agents harmless and all the relevant expenses incurred shall be in our account.
4. We shall accept legal and/or financial responsibilities for the consignment and settle/answer any/ all disputes or claims promptly upon your written request.
5. We guarantee to pay you within seven (7) working days upon receiving your written demand without requesting you to take any further proceeding or step against us.
6. This Letter is governed by and construed in accordance with law of England. Any party or dispute under this Letter shall at your request submit to or finally be resolved by the arbitration administered by Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

Company & Legal Representative:

_____ (Company's seal & Legal Representative's signature)

Title:

Contact Details: