



# SINOTRANS (HK) SHIPPING LIMITED

中國外運(香港)船務有限公司

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## Letter of Undertaking

Date: \_\_\_\_\_

To: Sinotrans Container Lines Co., Ltd. and your agents

the Owners, Charterers, Operators or Agents of the M.V. \_\_\_\_\_

Dear Sirs,

Vessel: \_\_\_\_\_

Voyage: \_\_\_\_\_

Port of loading : \_\_\_\_\_

Container: \_\_\_\_\_

Bill of Lading : \_\_\_\_\_

Shipper: \_\_\_\_\_

Consignee: \_\_\_\_\_

Notify Party: \_\_\_\_\_

Marks and Nos.	Quantity & Description	Port of Shipment	Port of Discharge

Since the captioned cargo has arrived on the Discharge Port but the original B/L has not arrived, we, \_\_\_\_\_, hereby request you to give delivery of the said cargo to us without production of the original B/L.

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

1 To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability loss or damage of whatsoever nature which you may sustain by reason of delivering the goods in accordance 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 delivery of the goods as aforesaid, to provide you or them on demand with sufficient funds to defend the same.

3 If the vessel or any other vessel or property belonging to you should be arrested or detained or if the arrest or detention thereof should be threatened, to provide such bail or other security as may be required to prevent such arrest or detention or to secure the release of such vessel or property and to indemnify you in respect of any loss, damage or expenses caused by such arrest or detention whether or not the same may be justified.

4 As soon as all original Bill of Lading for the above cargo shall have come into our possession to deliver the same to you, whereupon our liability hereunder shall cease.

5 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.

6 This indemnity shall be construed in accordance with Chinese Law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the Maritime court of China.

Yours faithfully,

Guarantor:

Bank:

Consignee: