

Letter of Indemnity – Cargo Release without the Original Bill of Lading

To : _____ (name of principal)

: THE OWNERS AND/OR CHARTERERS OF _____ (name of vessel)

: ZIM INTEGRATED SHIPPING AGENCIES (HK) LTD

Dear Sirs,

Vessel : _____ Voyage No : _____

Port of Loading : _____ Port of Destination : Hong Kong

B/L No.	Marks & Numbers	No. of Pkg.	Description of Packages & goods	Container No(s)

The above goods were shipped on the above vessel by Messers _____ (name of shipper) but the relevant Bills of Lading have not yet arrived.

We hereby request to deliver you such goods to _____ (name of consignee) without production of the Bills of Lading.

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, damage or expenses of whatsoever nature which you may sustain by reason of delivering the cargo 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 cargo as aforesaid, to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with the delivery of the cargo as aforesaid, the ship or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or if the arrest or detention thereof should be threatened, or should there be any interference in the use or trading of the ship (whether by virtue of caveat being entered on the ship's registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expenses caused by such arrest or detention or threatened arrest or detention or such interference may be justified.
4. If the place at which we have asked you to make delivery is a bulk liquid or gas terminal or facility, or another ship, lighter or barge, then delivery to such terminal, facility, ship, lighter or barge shall be deemed to be delivery to the party to whom we have requested you to make such delivery.
5. As soon as all original Bills of Lading for the above cargo shall have come into our possession, to deliver the same to you, or otherwise to cause all original bills of lading to be delivered to you, whereupon our liability hereunder shall cease.
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. This indemnity shall be governed by and construed in accordance with the English law and each and every person liable under this indemnity shall at your request submit either to the jurisdiction of the High Court of Justice of England or to the jurisdiction of any other competent court.

Yours faithfully
For and on behalf of

Name & Signature

Date : _____