

LETTER OF INDEMNITY

To: Orient Overseas Container Line Limited

Date:

Dear Sirs:

Voyage feeder:

Voyage connecting vessel:

Bill of lading:

Container:

Cargo:

Temperature of Setting:

Temperature of Cargo Gate in CY/Loading onboard:

The above cargo is shipped on the above voyage and requested to set temperature at [insert setting temperature] but the actual temperature of cargo is [insert actual temperature] on the date [insert the date of temperature discrepancy found] of Gate in Container Yard/Loading onboard. We, [insert name of shipper or other indemnifying party], hereby request you to accept, load and carry above cargo to destination in spite of above temperature discrepancy.

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

1. To indemnify you, your servants and agents and hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which you may sustain by reason of complying with our request.
2. To pay you, your servants and agents on demand the amount of cargo claims due to any temperature discrepancy filed by consignee, cargo interests or subrogated parties, etc.
3. In the event of any proceedings being commenced against you or any of your servants or agents in connection with cargo damage due to temperature discrepancy, to provide you or them on demand with sufficient funds to defend the same.
4. If, in connection with the acceptance, transportation and 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 should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel, 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 or to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.
5. This indemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice of England.

Yours faithfully

For and on behalf of

[insert name of shipper or other indemnifying party]

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Signature