

LETTER OF INDEMNITY FOR NON-SURRENDER OF BILL OF LADING

1. Shipper (Name and Address)		7. Name and Address of Bank HSBC Bank Malaysia Berhad <i>(Company No. 198401015221 (127776-V))</i>		
2. Consignee (Name & Address)		8. Bill of Lading No.		
		9. Place and Date of Issue		
		10. Place of Receipt (applicable for Combined Transport Bill of Lading)		
3. Name and Address of Notify Party (if any)		11. Place of Delivery (applicable for Combined Transport Bill of Lading)		
4. Name of Vessel and Voyage No.				
5. Port of Loading				
6. Port of Discharge				
12. Marks and Nos.: Container Nos.	13. Number and kind of Packages: Description of Goods	14. Gross Weight	15. Measurement	
<p>16. (ABOVE PARTICULARS AS CONTAINED IN THE ORIGINAL BILL OF LADING)</p> <p>To: The Owners/Disponent Owners of S.S./M.V./M.T.</p> <p>The above goods were shipped on the above vessel by Messrs.</p> <p>[and consigned to us]* but the relevant bills of lading have not yet arrived.</p> <p>We hereby request you to deliver such goods to [us]*</p> <p>without production of the bills of lading. In consideration of your complying with this request we hereby agree to be bound by the terms and conditions printed on the reverse side of this document.</p> <p align="center">SEE REVERSE FOR TERMS AND CONDITIONS</p>				
We join in the above indemnity		*Delete if inapplicable		
17. Bank Reference No.		21. Signatory's Company		
18. Name of Bank Signatory		22. Name of Signatory		
19. Date		23. Date		
20. Signature		24. Signature		

- 1) We hereby undertake and agree to indemnify you fully against all consequences and/or liabilities of any kind whatsoever directly or indirectly arising from or relating to the said delivery, and immediately on demand against all payments made by you in respect of such consequences and/or liabilities, including costs as between solicitor and client and all or any sums demanded by you for the defence of any proceedings brought against you by reason of the delivery aforesaid.
- 2) We further undertake and agree upon demand to pay any freight and/or General Average and/or charges due on the goods aforesaid (it being expressly agreed and understood that all liens shall subsist and be unaffected by the terms hereof).
- 3) And we further undertake and agree that immediately the bill(s) of lading is/are received by us we will deliver the same to you duly endorsed.
- 4) Upon your confirmation of receipt of the bill(s) of lading relating to this shipping guarantee, we are released from all actual, contingent, present and/or future liability under this guarantee.