

Letter of Indemnity
Release of cargo without presentation of the original bill of lading

To: A.P. Møller – Mærsk A/S
Esplanaden 50
DK - 1098 Copenhagen,
trading as Maersk Line

c/o Maersk [local agent]

Dear Sirs,

Maersk Line Bill of Lading number [] ("the Bill of Lading")

Vessel [] ("the Vessel") / Voyage indicated on the Bill of Lading:[]

Goods : []The goods for which the Bill of Lading acknowledges receipt

The above Goods have been carried pursuant to the Bill of Lading and we [*or name of person receiving the Goods*] are entitled to take delivery of them, but the originals of the Bill of Lading have not yet arrived.

We hereby request you to deliver the Goods to us [*or name of person receiving the Goods*] without production of the Bill of Lading, subject to any rights, defences, exceptions, limitations and liberties which you may have under the Bill of Lading.

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

1. To indemnify you and your servants, agents, officers, directors and sub-contractors against all consequences of your so doing, and to keep you harmless and indemnified against any claims, liabilities, losses, damages, charges, fines, penalties, costs and expenses (including legal fees and expenses) of whatsoever nature arising from or in connection with your delivery of the Goods as aforesaid.
2. (i) If in connection with the delivery of the Goods as aforesaid any claims are made or proceedings are commenced against you, your servants, agents, officers, directors or sub-contractors, or any of the assets described in paragraph 2 (ii), , to provide you and/or them on demand from time to time with sufficient funds to defend the same.

(ii) The assets referred to in paragraphs 2(i) and 3 are: the Vessel, any vessel involved in carriage of the Goods pursuant to the Bill of Lading, any vessel or other

assets belonging to you, your servants, agents or sub-contractors, or any assets in the same or associated ownership, management or control as any of the above.

3. To provide on demand such bail or other security as may be required to prevent, or procure the prompt release from, any arrest, detention or interference with the use or disposal of any assets mentioned in paragraph 2(ii), in connection with delivery of the Goods as aforesaid

4. As soon as all original Bills of Lading for the above goods shall have arrived and/or come into our possession, to produce and deliver the same to you. Our liability hereunder shall cease 30 days after such delivery, except in relation to any claims under this indemnity of which you have notified us before then.

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 may be varied or rescinded by agreement between the parties, without the need for consent from any other person on whom it confers or purports to confer a benefit.

7. Where this indemnity has been countersigned by a bank, the bank's liability:

- (i) shall be restricted to making payment or payments of money up to the maximum in (iii) below, within [3] banking days of such written demand or demands as you may make from time to time certifying that the amount demanded is due under or pursuant to this indemnity. For the avoidance of doubt, a demand may require the bank to pay compensation in respect of a failure by us to fulfil our obligations hereunder including, in the case of a failure to provide bail or security required by clause 3, to make payment to enable you to do so.
- (ii) will end six (6) years after the date of its signature below, except that:
 - (a) it will be extended for consecutive two (2) year periods, in each case provided that the bank receives your written request for a two (2) year extension before the date on which its liability would otherwise end;
 - (b) the bank's liability shall not expire in respect of any demand made within the six (6) year period (or any extension thereof);
 - (c) if before expiry of the bank's liability you notify it that legal proceedings have been commenced in connection with delivery of the Goods as aforesaid against a person or asset described in paragraph 2 above, the bank's liability shall continue until it receives your written notification that all such legal proceedings have ended and that you have received all sums due to you under this indemnity.

(d) the bank may at any time, at its option, end its liability hereunder if it pays to you a sum which brings the total it has paid under this indemnity to the amount in (iii) below, or such lesser sum as you may require.

(iii) shall in no circumstances exceed a total of [].

8. Any demand, request or notification which you give to the bank under this indemnity shall be given in writing, signed by you, quoting the bank's Ref [], and sent to the address below or such other address as the bank may from time to time advise in writing.

9. You and the bank shall promptly notify each other of any change in the respective full details of your offices as set out herein.

10. This indemnity shall be construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the exclusive jurisdiction of the High Court of Justice of England.

Signature.....

Date.....

We hereby join the foregoing undertaking:

Name and signature of the bank.....

Date.....

Insert full address/details of the office to which any demand, request or notification under this indemnity is to be addressed.....