

**BANK USE ONLY**  
GUARANTEE NUMBER:

**LETTER OF INDEMNITY AND GUARANTEE**

**REQUEST FOR DELIVERY WITHOUT PRODUCTION OF BILL OF LADING**

To : A.P. Moller – Maersk A/S  
the owners and/or charterers and/or operator and/or carrier of the S.S./M.V.....  
C/O Maersk HK Limited, as agent only.

Dear Sirs,  
S.S. /M.V. ....

B/L No.	Marks & Numbers	No. of Pkg.	Description of Packages & Goods	Container No(s)
VESSEL”		“ VOYAGE NO.		
PORT OF DISCHARGE : HONG KONG		PLACE OF DELIVERY : HONG KONG		

The above goods were shipped on the above vessel by Messrs .....  
(and consigned to us) but the relevant Bills of Lading have not yet arrived.

We hereby request you to deliver such goods to .....(us)  
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 claims, liability, loss or damage of whatsoever nature which you may sustain by reason of delivering the goods to .....(us) 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 from time to time 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 goods as aforesaid to provide you or them from time to time with sufficient funds to defend the same.
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 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 English law and each and every person liable under this indemnity shall at you request submit to the jurisdiction of the High Court of Justice of England. (This clause may be amended to show another jurisdiction where appropriate).
7. Where this indemnity has been joined in and countersigned by a bank, the issuer and the bank shall be jointly and severally liable hereunder.

Yours faithfully,  
For and on behalf of

For and on behalf of

.....

.....

Bankers