

LETTER OF INDEMNITY

保 函

Messer. SITC CONTAINER LINES CO., LTD/新海丰集装箱运输有限公司

Date/日期: _____

Mv.船名 :
Voyage航次 :
Loading port装货港 :
Discharging port卸货港 :
Cargo货名 :

Dear Sirs,

The above cargo was shipped on the above ship by _____
and consigned to _____ for delivery at the port of _____
_____, hereby request you to deliver the said cargo to _____ at destination

Against Seaway-bill.

上述货物由贵司的上述船舶装运, 托运人为 _____, 收货人为 _____, 交货
港为 _____, 我司请求贵司签发海运单, 并将上述货物在目的港交给 _____.

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

考虑到贵司已同意我司上述请求, 我司保证:

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which you may sustain by reason of delivering the cargo in accordance with our request.
承担并赔偿贵司、贵司的雇佣人员和贵司的代理人员由于凭海运单放货遭致的任何性质的责任、损失、损坏或产生的费用。
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.
贵司、贵司的雇佣人员或贵司的代理人员由于凭海运单放货遭致了任何诉讼, 一经贵司要求, 我司保证立即提供足够的诉讼资金。
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 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 and 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.
由于如上所述的凭海运单交付货物致使该船舶或属于该船舶所有人所有的或联营的、经营的、管理的任何其他船舶或财产被拘留、扣押或受到被拘留、扣押的威胁, 或者船舶的使用和营运受到任何妨碍, 一经贵司要求我司即提供足够的保释金或其他所需要的担保, 以防止此种拘留、扣押, 或释放被拘留或被扣押的船舶、财产, 或消除这种妨碍并赔偿贵司由于这种拘留、扣押或受到这种被拘留、扣押的威胁, 或船舶的使用和营运受到任何妨碍所遭致的任何性质的责任、损失、损害或费用, 而不论该拘留、扣押, 或受到的被拘留、扣押的威胁, 或船舶的使用和营运受到任何妨碍是否正当。
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
如果我司要求贵司交货的场所是散装液体或气体码头或设施, 或其他船舶、驳轮、驳船, 则该交付视为贵司已按照我司要求完成货物交付。
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.
在贵司首先起诉任何一方时, 无论该被起诉方是否是本保函项下的当事一方或是根据本保函要承担责任的一方, 本保函项下各当事方及所有关系方均应无条件地承担连带责任。
6. The indemnity shall be governed by and construed in accordance with Chinese law .
All disputes arising under and in connection with this indemnity shall be determined by QingDao Maritime Court of China.
本保函适用中国法律, 按照中国法律解释。本保函项下产生的所有争议都提交中国青岛海事法院审理。

Yours faithfully
For and on behalf of
The Applicant

Signature/ 负责人签名 _____

Company chop/公司盖章 _____