INDEMNITY AND GUARANTEE FOR RETURN CARGO
(退 运 货 保 函)

TO: SITC CNTR LINES CONTAINER LINES.AND/OR AGENTS (新海丰集装箱有限公司及其代理)

M.V.(船名) _____Voy(航次) _____

B/L（提单号）_____POL/POD(装货港/卸货港)_____

Container/Seal No.(箱封号)_____

We agree to accept this return cargo and guarantee that: (我司同意上述货物退运并承担和保证:)

1. To indemnify that we will clear the custom and take delivery of the said cargo soon after it's arrival .(保证货到港后立即通关、提货。)

2. To indemnify that the we will clear the custom and take delivery of the said cargo soon after it's arrival, otherwise we will pay the demurrage as your tariff, and bear all the other charge and liability which brought..
我司保证货物到达目的港以后及通关提货，不然我司将按照贵司集装箱超期使用费标准支付集装箱超期使用费用以及承担因此产生的所有其他费用与责任。

3. If the said cargo are returned to Thailand, Hong Kong, or Port Klang of Malaysia, we shall prepay a return bond per your tariff to guarantee empty container return within 30 days of arrival. Failure to return all containers on time authorizes you to fully deduct the bond, without waiving other charges and liabilities under Clause 2 of this guarantee.
如上述货物退运至泰国、中国香港或马来西亚巴生港，我司同意将按照贵司收费标准预先支付退运保证金，用以担保退运货物于到港之日起三十日内完成全部空箱返还，若逾期未全部返还空箱，贵司有权全额扣除该退运保证金，且不免除本保函第二条约定产生的其他费用及责任

4. To indemnify to return full set of original B/L previously issued by SITC for export, in case cargo had not been delivered to consignee at destination.(在目的港收货人未提货的情况下，保证交回全套出口正本提单。)

5. To indemnity to pay all freights and relating charges thus occurred.(保证支付海运费及由此产生的相关费用。)

6. To indemnify you and hold you harmless in respect of any liability, loss or damages of whatsoever nature which you may sustain by reason of shipping the goods back in accordance with our request. (贵司根据我司要求回运货物而产生的货物灭失、损害及任何赔偿责任均由我司承担。)

7. To pay you on demand the amount of any loss or damages which the master and/or agents of the vessel or any other servants or agents whatsoever may incur as a result of delivering the goods as aforesaid. (船长或船舶代理人或贵司的雇员、代理人可能承受的任何灭失或损坏的赔偿金，一经贵司提出，我司即向贵司足额支付。)

8. In the event of any proceeding being commenced against you or any of you servants or agents in connection with the delivery of the goods as aforesaid, to provide you or them from time to time on demand with sufficient funds to defend the same. (贵司或贵司的代理/雇员因上述运输事宜被提起诉讼，一经贵司提出，我司即向贵司或贵司代理/雇员支付案件的律师费及因诉讼而发生的其他实际开支。)

9. If the vessel or any other vessel or property belong to you should be arrested or detained or if the arrest or detention thereof should threatened by reason of aforesaid request, 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 vessel or property and indemnify you in respect of any loss, damage, or expenses caused by such arrest of detention whether or not the same may be justified. (该轮或属于贵司所有的其他船舶或其他财产由于上述运输事宜被扣押或羁留，或贵司受到扣押或羁留的威胁，我司保证自上述事件发生之日起三日内，向贵司支付可能需要的保释金或担保金。无论这种扣押或羁留被证明合法与否，我司将向贵司承担因扣押或羁留所造成任何损失、损害及费用的赔偿责任。)

10. 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。）

我司特向贵司提供以下联系办法：公司名称_____负责人_____
公司地址_____联系电话_____
联系传真_____
PIC:_____address_____
TEL:_____FAX:_____
Dated:

Signature of Authorised signatory & company chop
(授权代表人签名 & 公司签章)