

DEAR SIRs,

M/V VOY.
DATE :
CONTAINER NO. :
B/L NO. :
CARGO :
LOAD PORT :
PORT OF DISCHARGE :

CONTRARY TO STANDARD PROCEDURE WE ASK YOU TO LOAD ABOVE CONTAINERS. WE ACKNOWLEDGE THAT WE HAVE NOT PLACED APPLICABLE SPARES ONBOARD YOUR VESSEL FOR THIS PARTICULAR EQUIPMENT TYPE/MODEL AND YOU WILL CONSEQUENTLY NOT BE ABLE TO REPAIR THE CONTAINER IN CASE OF A MALFUNCTION. NOTWITHSTANDING THIS, WE HEREBY REQUEST THAT YOU LOAD AND DELIVER THE SAID CARGO(ES) IN ACCORDANCE WITH THE GOVERNING VSA, THE BS/L AND OUR INSTRUCTIONS TO YOU. IN CONSIDERATION OF YOUR COMPLYING WITH OUR ABOVE REQUEST WE HEREBY AGREE AND ACCEPT AS FOLLOWS:

1. THAT YOU DO NOT OTHERWISE UNDERTAKE OR WARRANT THAT ANY LOWERING OF THE TEMPERATURE TO THE REQUESTED TEMPERATURE AS STATED IN THE REEFER MANIFEST AND BS/L WILL BE ACHIEVED DURING CARRIAGE/ TRANSPORTATION. OTHERWISE CLAUSE 19 OF THE SAFMARINE COMBINED B/L SHALL APPLY.

2. TO INDEMNIFY YOU, THE CARRIER, THE MASTER AND ANY OF YOUR/HIS AGENTS AND SERVANTS AND HOLD ANY AND ALL OF YOU HARMLESS IN RESPECT OF ANY LIABILITY, LOSS, DAMAGE, COSTS AND EXPENSES OF WHATSOEVER NATURE WHICH YOU OR ANY OF YOU MAY SUSTAIN BY REASON OF YOUR CAUSING THE VESSEL TO LOAD AND DELIVER THE SAID CARGO(ES) ACCORDINGLY.

3. TO PAY YOU OR THE CARRIER ON DEMAND THE AMOUNT OF ANY LIABILITY, LOSS, DAMAGE, COSTS AND EXPENSES OF WHATSOEVER NATURE WHICH YOU OR ANY OF THE ABOVE MENTIONED PARTIES WHATSOEVER AND WHOSOEVER MAY INCUR AS A RESULT OF THE VESSEL ACCEPTING AND DELIVERING THE CARGO AS SET OUT ABOVE.

4. IN THE EVENT OF ANY PROCEEDINGS BEING COMMENCED AGAINST YOU OR ANY OF THE ABOVE MENTIONED PARTIES IN CONNECTION WITH THE VESSEL HAVING PROCEEDED AS AFORESAID AND/OR HAVING DELIVERED THE CARGO IN ACCORDANCE WITH OUR SAID REQUEST, TO PROVIDE YOU OR THEM FROM TIME TO TIME ON DEMAND WITH SUFFICIENT FUNDS TO DEFEND THE SAID PROCEEDINGS.

5. IF THE VESSEL OR ANY OTHER VESSEL OR PROPERTY BELONGING TO YOU OR ANY OF THE ABOVE MENTIONED PARTIES SHOULD BE ARRESTED OR DETAINED OR IF THE ARREST OR DETENTION THEREOF SHOULD BE THREATENED, 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 TO INDEMNIFY YOU AND ANY OF THE ABOVE MENTIONED PARTIES IN RESPECT OF ANY LOSS, DAMAGE OR EXPENSES CAUSED BY SUCH ARREST OR DETENTION WHETHER OR NOT THE SAME MAY BE JUSTIFIED.

6. IF CALLED UPON TO DO SO AT ANY TIME WHILE THE GOODS ARE IN OUR POSSESSION, CUSTODY OR CONTROL TO REDELIVER THE SAME TO YOU OR THE CARRIER ON DEMAND.

7. 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.

8. 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 JURISDICTION OF THE HIGH COURT OF JUSTICE OF ENGLAND.

YOURS FAITHFULLY,
FOR AND ON BEHALF OF
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