

LETTER OF INDEMNITY (On customers letter head)

Date:

To : **CMA CGM**

Boulevard Jacques Saadé 4, quai d'Arenc CS 30154
13 235 Marseille Cedex 02 FRANCE

Shipment's references:

Vessel : Voyage n° :

Port of loading:

Port of discharge:

Bills of Lading n°: Date :

Container(s) n°: 1/.....
2/.....

in case of more than 2 containers for the b/l, please mention them on attached list

Description of goods:
.....

Value of goods: US \$:
(invoice copy to be attached)

Shipper:
.....

Consignee:
.....

Dear Sirs,

As per above mentioned shipment's references, the goods were shipped on the vessel but the relevant bills of lading

- * have not yet arrived
- * have been lost.

We hereby request you

- * to deliver the goods without production of the above original bills of lading
to Messrs

- * to issue a new set of original bills of lading in replacement of the set above mentioned.

** Please delete inappropriate mention.*

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

1. On your first demand and without any justification, within 48 hours of demand, to indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss or damage of whatsoever nature which you may sustain by reason of
 - * delivering the goods to above mentioned persons
 - * issuing a new set of original bills of ladingin 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 should be threatened, to provide on your first demand and without any justification within 48 hrs 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 in respect of any loss, damage or expenses caused by such arrest or detention whether or not the same may be justified.
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. The obligations of each and every person under this indemnity shall be irrevocable and unconditional under any and all circumstances and shall not be subject to any reduction, offset, and deduction for any reason whatsoever.
7. That no statement relating to the contents, quality, description or value of the above mentioned cargo shall limit in any way our responsibilities and liabilities or exempt either of us from the said liabilities and responsibilities in respect of meeting any obligations falling on both of us in this respect.
8. This indemnity shall be construed in accordance with French Laws and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the Courts of Marseille.

Yours faithfully.

For and on behalf of

Company name:

Official title:

Name:

Authorized signature