

Orient Overseas Container Line Limited (OOCL)  
**INDEMNITY AGREEMENT**  
Transportation of Shipper Owned Tank Containers

Booking Date: \_\_\_\_\_ Container Number: \_\_\_\_\_  
Booking Number: \_\_\_\_\_ Container Inspection Date: \_\_\_\_\_  
Commodity Code: \_\_\_\_\_ Container Certification Expires: \_\_\_\_\_  
Commodity Name: \_\_\_\_\_

The party tendering above tank container to OOCL confirms subject tank is approved to carry the commodity specified, is in compliance with IMDG code requirement including placard type and placement, meets current ISO equipment safety standards, is within its most recent certified use date range and is structurally sound with no evidence of dents, corrosion, leakage or any other condition that may render the tank container unsafe for transportation.

In addition to the Carrier's rights and remedies under its Bill of Lading, tariff, implied in law or otherwise, the party tendering the tank agrees to indemnify, defend and hold harmless OOCL, their principal and agents, the Vessel and every sub-contractor of the Carrier of any nature whatsoever (including but not limited to the Participating Carrier, the Vessel, the owner, charterer, operator, Master, officer and crew of the Vessel and employees, agents, representatives, and all stevedores, terminal operators, watchmen, carpenters, lasher, ship cleaners, surveyors and other independent contractors) (hereinafter "OOCL, their principals and agents") from any and all claims, liabilities, fines, penalties, costs, losses, liens, causes of action, suits, demands, judgments, expenses and damages (including, without limitation, court costs and attorneys' fees) resulting, in whole or in part, from : a) non-conformance with any regulation or law including but not limited to IMDG code; or b) the use of a tank that is for any reason unsuitable for transportation.

In the event that the terms of this Indemnity Agreement are not met, or the certification given to OOCL is not accurate, Shipper agrees to release OOCL, their principal and agents from any and all claims it could otherwise assert against OOCL, their principal and agents for loss or damage to shipper's shipments or their contents.

SHIPPER AGREES THAT THE ABOVE INDEMNITY AND RELEASE OBLIGATIONS SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF OOCL, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE. THE INDEMNIFICATION OBLIGATION ASSUMED BY SHIPPER SHALL INCLUDE ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST OOCL UNDER THE FEDERAL EMPLOYER'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

This Indemnity Agreement may at any time be amended, cancelled or revoked by OOCL, if OOCL feels for any reason, in its sole discretion, that such amendment, cancellation or revocation is appropriate.

This Indemnity Agreement must be submitted to OOCL Customer Service prior to receipt of container for each tank container shipment.

\_\_\_\_\_  
(Company Name / Indemnitor)  
By: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_