

(MUST BE ON INDEMNITOR'S LETTERHEAD)

LETTER OF INDEMNITY AGREEMENT

The Shipper, consignor, endorsee, transferee, Holder of the B/L, consignee, receiver of the Goods, any person or entity owning or entitled to the possession of the Goods or of the Bill of Lading and anyone acting on behalf of any such persons; (hereinafter collectively referred to as "Merchant") shall take delivery of the Goods within the time provided for in the OOCL's applicable tariff.

In the event that Merchant fails to take delivery of the Goods, Merchant shall be jointly and severally liable to reimburse OOCL for any and all costs, expenses, liabilities, damages, or losses incurred by OOCL as a result of un-delivered or delay in cargo delivery. This includes, but not limited to, costs of complying with orders and, costs for handling and storing cargo, demurrage, and subsequent transport of the cargo by any mode of transportation, fines and penalties and/or the cost for the return of cargo to shipper at origin as required.

Pursuant to the Bill(s) of Lading and the relevant tariffs, the Merchant (as defined in Bill of Lading) is required to take delivery of the Cargo on or before the last demurrage free date, failing which the Cargo is deemed to have been delivered to the Merchant. Upon given final notice for you to collect the Cargo [and the Container (if any)] and pay all the outstanding charges due to us by close of the date given in the final notice, failing which the Cargo and the Container are considered to have been abandoned by the Merchant.

Should the consignee/receiver not take delivery within 60 days after the cargo availability, the shipper is to indemnify the carrier for any losses incurred and should the shipper fails to do so the carrier is entitled to dispose of the container and goods by sale to the highest bidder to cover any costs incurred by the carrier and the shipper is to indemnify the carrier for any net loss thereafter. Should the container be delivered to the consignee but not returned within 60 days after cargo picked up, the carrier is entitled to regard the container as sold to the shipper who will then indemnify the carrier for the full value of the container unit.

It shall be the sole responsibility of the Merchant to ensure that their shipments are in compliance with law and requirements of destination country.

Merchant undertake to hold harmless and indemnify OOCL from any costs and/or expenses that may arise if any cargo and/or container(s) is/are not allowed entry into destination country for non compliance with the above or other regulations.

In the event that any such shipment is delayed or refused, Merchant shall be jointly and severally liable to reimburse OOCL for any and all costs, expenses, liabilities, damages, or losses incurred by OOCL. This includes, but not limited to, costs of complying with orders and directions of the authority or any other government agency or representative, costs for handling and storing cargo, demurrage, and subsequent transport of the cargo by any mode of transportation, fines and penalties and/or the cost for the return of cargo to shipper at origin as required.

Dated:

Company Name:

Signature:

Name:

Title (must be Manager level or above):

QF035 HQD 12/10