

Letter Head of [Shipper]

Date:

To: OOCLL

Dear Sirs,

Re: Confirmation Of Request and Indemnity by [Shipper] to OOCLL to use the Sea Waybill facility for the carriage of [description of cargo] from [load port] to [discharging port]

_____ In consideration of your refraining at our request made both on our own behalf and as agent for the Consignee named below in that respect from issuing a negotiable bill of lading, we, the undersigned, shipper of the above cargo on our own behalf and as agent for [Name of the Consignee], the Consignee of the above cargo irrevocably and unconditionally hereby request you to carry the above cargo [description of cargo] from [load port] to [discharge port] in or about the month of [_____] under the Sea Waybill facility and pursuant to the Terms and Conditions appearing on both sides of the Sea Waybill no. [_____]

For the same consideration as aforesaid we further irrevocably and unconditionally instruct you upon arrival of the cargo at [discharge port] to release the said cargo to [Name of Consignee] of [Address of Consignee] without the surrender of Original Bill Of Lading provided that all freight for the carriage of the cargo and all charges payable pursuant to the terms of the Sea Waybill have been paid and further provided that the cargo destination office of Orient Overseas Container Line are in receipt of copy of this Letter and Letter of Indemnity and Confirmation signed by [Name of Consignee] the consignee. We understand that our request is subject to your approval and we irrevocably agree that if our request is approved the cargo will be released in the aforesaid manner without the need for production of the Sea Waybill in respect of the cargo.

For the same consideration as aforesaid we further irrevocably agree that we are bound by the Terms and Conditions appearing on both sides of the said Bill of Lading and that you will not be responsible or liable for any disputes, claims or losses whatsoever and whensoever arising in respect of, in relation to or in connection with or resulting directly or indirectly from the carriage and release of the cargo in the aforesaid manner save as provided by the Terms and Conditions of the Sea Waybill facility and jointly and severally with the undertaking of the Consignee hereby undertake to promptly and fully indemnify you on first demand and to keep you indemnified and hold you harmless in respect of any claims costs or expenses whatsoever (including the funding of legal costs on a solicitor client basis) which you may incur as a result of any claim by a party other than the shipper or consignee named in this Bill Of Lading alleging ownership, title, possession or other proprietary rights over or conversion of the goods covered by the said Bill Of Lading. This undertaking shall be governed by [English law] and were hereby submit to the non-exclusive jurisdiction of the [Court of England] and that if our address shown below is not in [England] then service of process may be effected upon the party mentioned below who are our agents for accepting such service.

Yours faithfully,

[Name of Shipper]

[Address:]