

**Standard Form Letter of Indemnity to be given in return for Delivering Goods Without Production of the Original Bill of Lading Incorporating a Bank's Agreement to join in the Letter of Indemnity**

(MUST BE ON INDEMNITOR'S LETTERHEAD)

[insert date]

To: Orient Overseas Container Line Limited ("OOCL") and its affiliates,  
The Carrier  
The owners of the Vessel (hereinafter defined)

Dear Sirs

Vessel: [insert name of ship]

Voyage: [insert load and discharge ports as stated in the bill of lading]

Goods: [insert description of goods]

Bill of Lading: [insert identification numbers, date and place of issue]

The Goods was shipped on the Vessel by [insert name of shipper] and consigned to [insert name of consignee or party to whose order the bill of lading is made out, as appropriate] for delivery at [insert name of final destination stated in the bill of lading] but the bill of lading has not arrived and we, [insert name of party requesting delivery], (the "Requestor") hereby request you to deliver the said Goods to [insert name of party to whom delivery is to be made] at [insert place where delivery is to be made] without production of the original bill of lading (the "Request"). Unless otherwise provided herein, capitalised terms used herein without definition shall have the meaning given to them in the Bill of Lading.

In consideration of your complying with the Request, we hereby agree as follows:-

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which you may sustain by reason of delivering the Goods in accordance with the Request.
2. In the event of any proceedings being commenced against you or any of your servants or agents by reason of delivering the Goods in accordance with the Request, to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with the delivery of the Goods, the Vessel, or any other vessel or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise howsoever), 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 or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.
4. As soon as all original bills of lading for the Goods shall have come into our possession, to deliver the same to you, or otherwise to cause all original bills of lading to be delivered to you, whereupon our liability hereunder shall cease.
5. Subject to the liability of [name of bank providing the endorsement] shall in no circumstances exceed a total of [invoice amount plus 100% as counter indemnity], 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. This indemnity shall be governed by and 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.
7. Each of the persons signing this indemnity represents, warrants and guarantees that he/she has full and proper legal authority to do so on behalf of the party for whom he/she signs.

Yours faithfully  
For and on behalf of  
[insert name of Requestor]

.....  
Authorized Signatory