

**LETTER OF INDEMNITY  
FOR UNDERTAKING THE DELIVERY OF CARGO  
WITHOUT SURRENDER OF BILL OF LADING**



To: American President Lines, Ltd and/or APL Co. Pte Ltd, as the case may be Date \_\_\_\_\_

Vessel / Voyage No. \_\_\_\_\_

Bill of Lading No., Date and Place of Issue \_\_\_\_\_

Shipper \_\_\_\_\_

Consignee \_\_\_\_\_

Place of Delivery \_\_\_\_\_

Number, Kind and Description of Goods \_\_\_\_\_

The undersigned party claiming right to delivery is advised that you heretofore issued a negotiable bill or bills of lading covering the above-referenced shipment, and the goods have been discharged at the above-named place of delivery and are being held. The undersigned desires and requests that the goods be delivered to the undersigned party claiming the right to delivery but is presently unable to produce and surrender the bill or bills of lading. Our requests will be addressed to you via fax or email and will reference this letter of undertaking.

To induce you to deliver the goods without the prior production and surrender of the original of such negotiable bill or bills of lading, properly endorsed, and in consideration thereof, we do hereby represent and warrant, with the knowledge and intention that such delivery be made in reliance thereof, as follows:

(1) The undersigned party claiming the right to delivery is entitled to the possession of the goods and to the delivery thereof; (2) the undersigned will use its best efforts to locate and produce such bill or bills of lading and thereupon will promptly deliver and surrender the same to you; and, ( 3 ) the undersigned has a financial interest in having the goods delivered as requested. The person executing this undertaking on behalf of the undersigned party has full power and authority to do so.

The undersigned further undertakes and agrees 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 cargo in 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 cargo as aforesaid, to provide you or them on demand with sufficient funds to defend the same.

3. If, in connection with the delivery of the cargo as aforesaid, the ship, or any other ship 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 ship 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 above cargo 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. 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 Singapore law and each and every person liable under this indemnity shall at your request submit to the jurisdiction and venue of any court of appropriate jurisdiction in Singapore and agrees that any and all matters and/or disputes arising out of our in connection with this indemnity shall be adjudicated in Singapore.

Your faithfully  
 For and on behalf of

	CONSIGNEES	BANKERS
Signature of Authorized Officer/		
Executive	_____	_____
Name	_____	_____
Designation	_____	_____
Company Seal	_____	_____
Company Address	_____	_____
Tel No. / Ext. / Attn:	_____	_____