



Form 01/08

**Letter of Indemnity**

**To:**

Dear Sirs,

**Vessel:**

**Voyage:**

**Cargo:**

**Bill(s) of Lading:**

The above cargo was shipped on the above vessel by \_\_\_\_\_ and consigned to \_\_\_\_\_ for delivery at the port of \_\_\_\_\_ but the Bills of Lading have not arrived and we, \_\_\_\_\_, hereby request you to deliver the said cargo to \_\_\_\_\_ without production of the original Bill(s) of Lading.

In consideration of your complying with our above request, we hereby agree as follows:

1. To defend and indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expenses of whatsoever nature which may be claimed and which you may (or did already) 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 and/ or them, as the case may be, on demand with a defence and sufficient funds to satisfy any judgement or award.
3. If, in connection with the delivery of the cargo as aforesaid, the ship or any other ship or property belonging to or chartered by you or for which you may be responsible should be arrested or detained or if the arrest or detention thereof should be threatened 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 and to indemnify you in respect of any liability, loss, damage or expenses caused by such arrest or detention or threatened arrest or detention whether or not such arrest or detention or threatened arrest or detention may be justified.
4. As soon as all original Bills of Lading for the above cargo shall have come into our possession, we will deliver same to you and indemnify you for any damages and expenses you have already suffered, 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. The liability of each and every person under this indemnity shall in no circumstances exceed 200% of the CIF value of the above cargo exclusive of attorneys' fees and costs.
7. This Letter of Indemnity shall be governed by and construed in accordance with German law and every person liable under this indemnity shall at your request voluntarily submit to the jurisdiction of the Courts of Hamburg.

Your's faithfully,

For and on behalf of

(insert full name and address  
of Shipper or Consignee, providing  
this Indemnity)

For and on behalf of

(insert full name and address of the Bank)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature