



Letter of Indemnity

To: HAMBURG SUD / SEVEN SEAS SHIPPING CO., LTD

Dear Sirs,

Vessel: MONTE SARMIENTO

Voyage: 001E

Cargo: SUDU9999999 (container number)

Bill(s) of Lading: SUDU602999999999

The above cargo was shipped on the above vessel by HAMBURG SUD BRASIL and consigned to SEVEN SEAS SHIPPING CO., LTD for delivery at the port of KOBE but the Bills of Lading have not arrived and we, SEVEN SEAS SHIPPING CO., LTD, hereby request you to deliver the said cargo to SEVEN SEAS SHIPPING CO., LTD 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

For and on behalf of

SEVEN SEAS SHIPPING CO., LTD

Signature

Signature

Bill of Lading

Multimodal Transport
or Port-to-Port Shipment

HAMBURG SÜD

www.hamburgsud.com

Shipper

HAMBURG SUD BRASIL

B/L No. (also to be used as payment ref.)

Booking No.

SUDU6029999999999

Export References

Shipper information

Forwarding Agent-References

not part of this

Point and country of origin

Domestic Routing Instructions / Also Notify / Agent at Port of Discharge

B/L contract

Consignee ("Not negotiable unless consigned to order")

SEVEN SEAS SHIPPING CO., LTD

Notify Party (See cl. 12)

SEVEN SEAS SHIPPING CO., LTD

Place of Receipt*

Pre-carriage by*

Port of Loading

SANTOS

Ocean Vessel

Voyage

MONTE SARMIENTO V.001E

Originals to be released at

Freight payable at

Port of Discharge

PUSAN

Place of Delivery*

KOBE

Mode Load Area

Mode Disch. Area

Marks & Nos.

Cont./Seal Nos.

No. of Pkgs.

Description of Goods

PARTICULARS FURNISHED BY SHIPPER

Gross Weight

Measurement

Sample

HS BL 01-09-575673 A

Tariff Item No.	Total No. of Pkgs.	Declared value (See clause 16)	No. orig. B/L
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RECEIVED for shipment as specified above in apparent good order and condition unless otherwise stated. The Goods to be delivered at above mentioned Port of Discharge or Place of Delivery, whichever applies, SUBJECT TO Terms and Conditions contained on reverse side hereof, to which Merchant agrees by accepting this Bill of Lading.
IN WITNESS WHEREOF the number of original Bills of Lading stated on this side next to this clause have been signed, one of which being accomplished, the others to stand void, unless compulsorily applicable law provides otherwise.



Place and date of issue

Signed

as CARRIER